

EXHIBIT A

EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF LOT 40 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 40.00 FEET TO THE INTERSECTION OF THE CENTER LINES OF LAKEWOOD BOULEVARD (100 FEET WIDE) AND CONANT STREET (80 FEET WIDE); THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 782.60 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 219.08 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 594.30 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 113.30 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 6.42 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 105.78 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 587.84 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 60 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 2:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF SIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 2098.72 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 35 SECONDS EAST 46.92 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST 441.97 FEET TO THE SOUTHERLY LINE OF THE NORTH 100 FEET OF SAID LOT 39; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 1562.71 FEET TO THE WESTERLY LINE OF THE EAST 160 FEET OF SAID LOT 39; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 100 FEET; THENCE PARALLEL WITH SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 160 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39, DISTANT THEREON, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 200 FEET FROM THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG LAST MENTIONED EASTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 359.97 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 45 SECONDS WEST 687.74 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 16 SECONDS WEST 725.64 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 40, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 516.65 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1354.90 FEET, MORE OR LESS, TO A POINT IN SAID SOUTHERLY LINE, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 565.15 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 565.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 3:

THAT PORTION OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.97 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 40, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOTS, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 673.99 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 42, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 200.70 FEET; THENCE SOUTH 78 DEGREES 05 MINUTES 36 SECONDS EAST 470.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST 558.38 FEET TO A POINT IN THE WESTERLY LINE OF PARCEL 3 HEREIN DESCRIBED; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 652.01 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 40; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 344.78 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS 41 AND 42 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 42, DISTANT THEREON NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 213.73 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOTS, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 26.31 FEET; THENCE PARALLEL WITH SAID EASTERLY LINES, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 859.27 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 63 DEGREES 55 MINUTES 55 SECONDS WEST 15.48 FEET TO THE MOST WESTERLY CORNER OF THE LAND SO DESCRIBED; THENCE PARALLEL WITH SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 665.10 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 865.00 FEET FROM THE EASTERLY LINE OF SAID LOT 41; THENCE ALONG SAID PARALLEL LINE AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 526.88 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, BY DEED RECORDED IN BOOK 17896 PAGE 358, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID RAILROAD LAND, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 557.50 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 1422.50 FEET FROM THE EASTERLY LINE OF SAID LOT 42; THENCE ALONG SAID PARALLEL LINE, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 870 FEET TO THE SOUTHERLY LINE OF SAID LOT 42; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS

EAST 1208.77 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF LOTS 39 AND 41 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 39, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTH 17 DEGREES 39 MINUTES 25 SECONDS WEST 1103.34 FEET TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF THE LAND SO DESCRIBED, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 21.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 113.25 FEET; THENCE SOUTH 72 DEGREES 20 MINUTES 35 SECONDS EAST 126.98 FEET; THENCE NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 91.30 FEET; THENCE NORTH 72 DEGREES 20 MINUTES 35 SECONDS WEST 59.97 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 6:

THAT PORTION OF LOT 39 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 2050.47 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO MIKE LYMAN BY DEED RECORDED FEBRUARY 18, 1941 AS INSTRUMENT NO. 18 IN BOOK 18190 PAGE 223, OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF THE LAND OF LYMAN, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 100 FEET; THENCE ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY DEED RECORDED DECEMBER 13, 1940 AS INSTRUMENT NO. 22 IN BOOK 18034 PAGE 218, OFFICIAL RECORDS, TO AND ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY PARCEL "A" OF THE DEED RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 59 IN BOOK 18735 PAGE 243, OFFICIAL RECORDS, NORTH 89 DEGREES 47 MINUTES 44.35 SECONDS WEST 2081.92 FEET TO THE NORTHWEST CORNER OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED; THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 104.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF CARSON STREET, AS CONVEYED TO THE COUNTY OF LOS ANGELES BY DEED RECORDED IN BOOK 10906 PAGE 178, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 39 AS DESCRIBED IN GRANT DEED TO THE CITY OF LONG BEACH WHICH RECORDED JULY 12, 2000 AS INSTRUMENT NO. 00-1064084 AND SEPTEMBER 28, 2000 AS INSTRUMENT NO. 00-1526582.

PARCEL 7:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE OF SAID LOT NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 1204.70 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF PARCEL 3, DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., INC., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 1354.90 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 516.65 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 16 SECONDS EAST 725.64 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 45 SECONDS EAST 687.74 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39; THENCE ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF SAID LOT 40, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 2080.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE LAST ABOVE DESCRIBED LAND ON THE EAST.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 2.973 ACRES AND DESIGNATED AS PARCEL 2 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT COMPANY.

PARCEL 8:

THOSE PORTIONS OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHWEST CORNER OF PARCEL 4 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 700.30 FEET TO THE INTERSECTION WITH THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 546.77 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5; THENCE ALONG THE SOUTH LINE OF SAID LOT 42, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 213.73 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

THOSE PORTIONS OF LOTS 39, 40, 41 AND 42 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE

OF SAID LOT SOUTH 89 DEGREES 47 MINUTES 16 SECONDS EAST 831.35 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE WEST LINE OF SAID PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 652.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 4 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4, NORTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 558.38 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 36 SECONDS WEST 479.48 FEET TO THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG LAST SAID EAST LINE NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 658.57 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF PARCEL D OF TRACT NO. 2 AS DESCRIBED IN DEED FROM WESTERN LAND IMPROVEMENT COMPANY, RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 53 DEGREES 55 MINUTES 55 SECONDS EAST 306.99 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL D; THENCE ALONG THE WESTERLY LINE OF PARCEL A OF TRACT NO. 2 AS DESCRIBED IN LAST SAID DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 998.51 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 39 AND DISTANT SOUTHERLY THEREFROM 100 FEET, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 519.21 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3 IN THE QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO.; THENCE ALONG THE WEST LINE OF LAST SAID PARCEL SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST 441.97 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 35 SECONDS WEST 46.92 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1446.71 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 0.196 ACRE AND DESIGNATED AS PARCEL 6 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO..

PARCEL 10:

THOSE PORTIONS OF LOTS 49, 51 AND 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEWOOD BOULEVARD, (FORMERLY KNOWN AS CERRITOS AVENUE, 80 FEET WIDE) AS SHOWN ON SAID TRACT NO. 8084 NOW VACATED AND ABANDONED BY THE STATE OF CALIFORNIA HIGHWAY COMMISSION, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 19, 1959 AS INSTRUMENT NO. 3601, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LAKEWOOD BOULEVARD (100 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED JANUARY 5, 1932 AS INSTRUMENT NO. 1160 IN BOOK 11271 PAGE 368, OFFICIAL RECORDS, WITH THE NORTHERLY LINE OF SAID LOT 51; THENCE ALONG SAID LAKEWOOD BOULEVARD (100 FEET WIDE), SOUTH 0 DEGREES 06 MINUTES 03 SECONDS WEST 133.81 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE EASTERLY 2077 FEET, A TANGENT WHICH BEARS SOUTH 9 DEGREES 09 MINUTES 01 SECONDS EAST FROM SAID POINT AND SO RECITED IN SAID VACATION AND ABANDONMENT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 46 SECONDS AN ARC DISTANCE OF 372.03 FEET; THENCE SOUTH 25 DEGREES 16 MINUTES 10 SECONDS EAST 18.01 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 2, 1959 AS INSTRUMENT NO. 3959, OFFICIAL RECORDS AS RECITED AS HAVING A BEARING AND LENGTH OF "SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST 106.64 FEET"; THENCE SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST TO A LINE THAT IS PARALLEL WITH AND DISTANT 583.00 FEET SOUTHERLY FROM THE NORTHERLY LINES OF SAID LOTS 49, 51 AND

52; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3800.79 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 55 SECONDS WEST 533.01 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS WEST 70.86 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 49, SAID POINT BEING DISTANT NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3718.10 FEET ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, FROM THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST 3718.10 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID LOT 52, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094 PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923 PAGE 236, OFFICIAL RECORDS.

PARCEL 11:

AN EASEMENT, APPURTENANT TO LAND DESCRIBED ABOVE AS PARCEL 10, WHICH EASEMENT SHALL CONSTITUTE A RIGHT OF INGRESS AND EGRESS TO AND FROM THE TAXIWAYS AND RUNWAYS OF THE LONG BEACH AIRPORT AS DELINEATED ON EXHIBIT C-1, ATTACHED TO DEEDS RECORDED DECEMBER 24, 1981 AS INSTRUMENT NOS. 81-1260432, 81-1260433, 81-1260434 AND 81-1260435 FROM THE LAND DESCRIBED ABOVE AS PARCEL 16, WHICH ABUTS THE LONG BEACH AIRPORT. SAID EASEMENT IS APPURTENANT, RUNNING WITH THE LAND, AND NOT PERSONAL.

PARCEL 12:

THAT CERTAIN STRIP OF LAND 20 FEET IN WIDTH BEING THOSE PORTIONS OF LOTS 41, 43 AND 44 AND OF VACATED BIXBY STATION ROAD, AS SHOWN ON THE MAP OF TRACT NO. 8084, PARTLY IN THE CITY OF LONG BEACH AND PARTLY IN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, A UTAH CORPORATION, RECORDED NOVEMBER 23, 1940 AS INSTRUMENT NO. 1000 IN BOOK 17896 PAGE 358 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION THEREOF LYING WITH THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN QUITCLAIM DEED TO MONTANA LAND COMPANY, A CALIFORNIA CORPORATION, RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 58 IN BOOK 18826 PAGE 47 OF OFFICIAL RECORDS.

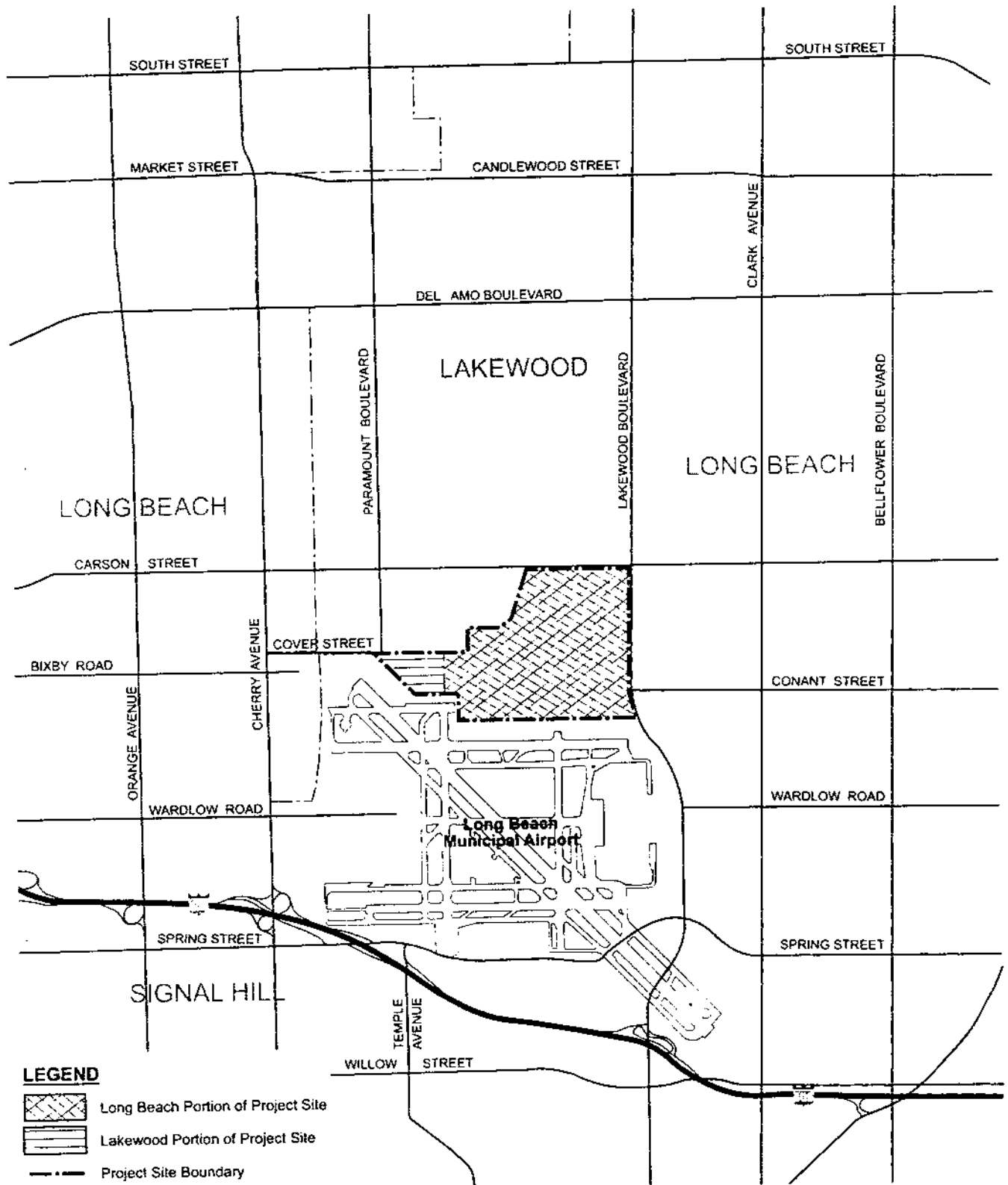
ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS "PARCEL F" IN FINAL ORDER OF CONDEMNATION HAD IN LOS ANGELES SUPERIOR COURT CASE NO. LBC-23999, A CERTIFIED COPY OF WHICH RECORDED SEPTEMBER 28, 1960 AS INSTRUMENT NO. 1191 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER

NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, WHICH LIE 500 FEET OR MORE BELOW THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS OR ASSIGNS, AS EXCEPTED AND RESERVED BY UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED MARCH 31, 2004 AS INSTRUMENT NO. 04-0756993.

EXHIBIT B

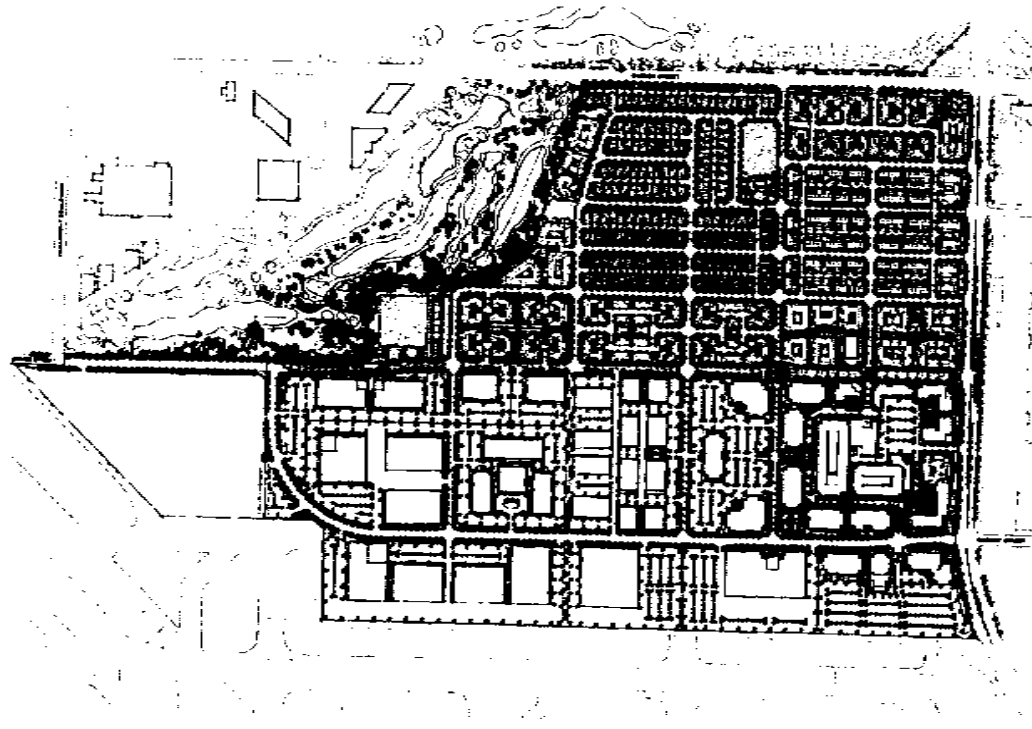
EXHIBIT B



Project Vicinity Map

EXHIBIT C

EXHIBIT C



Illustrative Site Plan



May 26, 2004



Douglas Realty Corporation
Landowner

STANDARD BUILDING CORP.

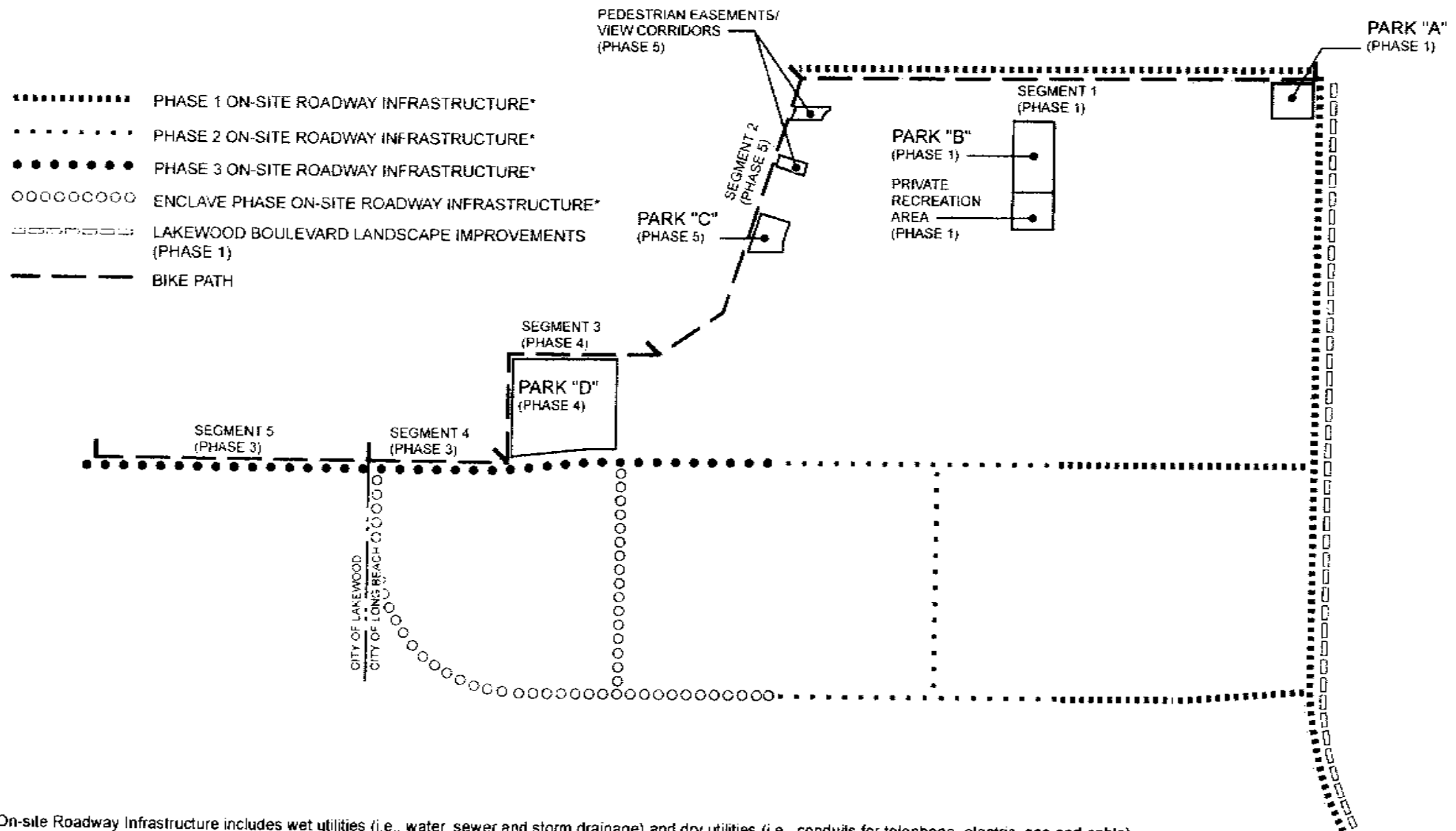


EXHIBITS

E-1 & E-2

EXHIBIT E-1

ON-SITE PROJECT INFRASTRUCTURE PHASING PLAN**



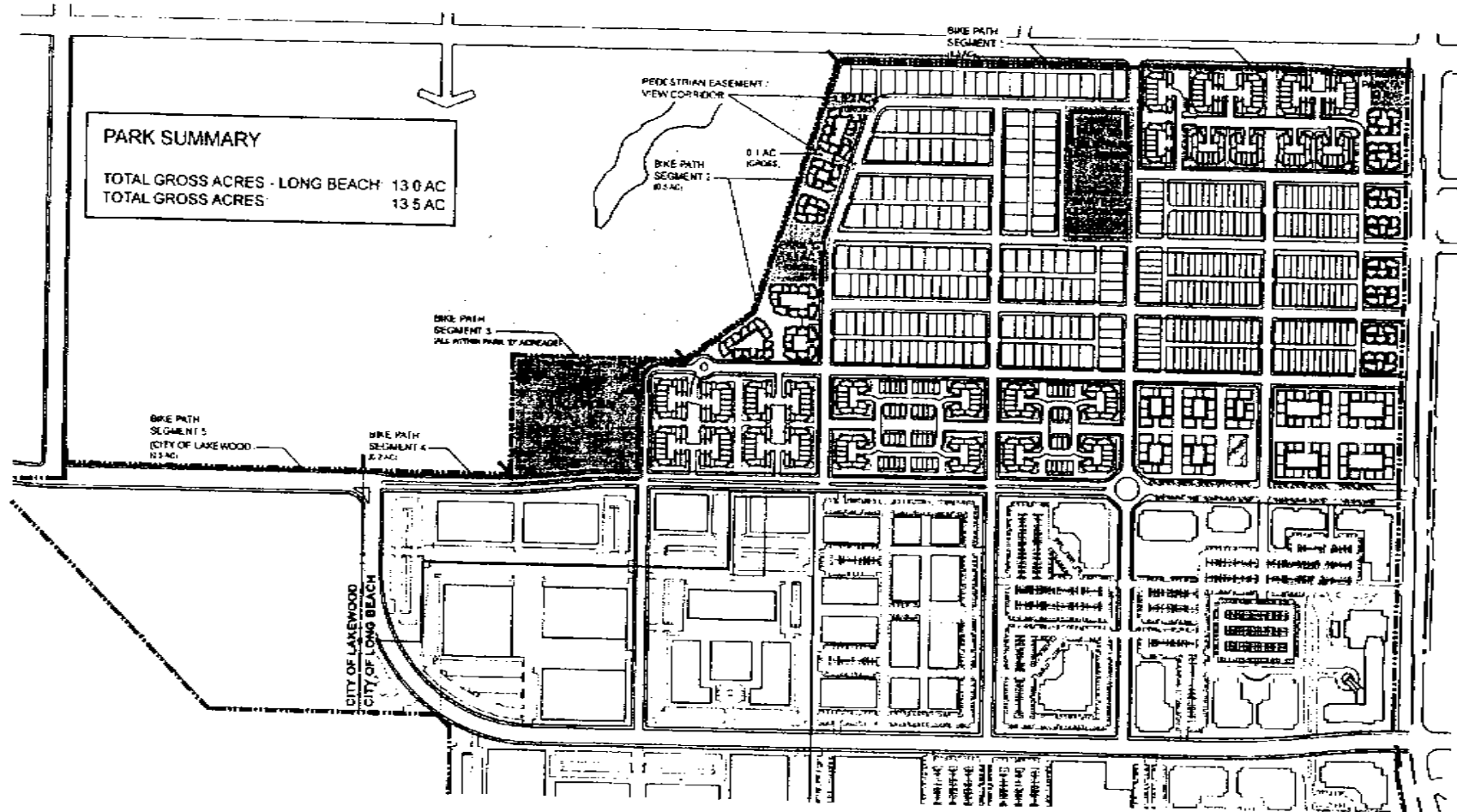
* On-site Roadway Infrastructure includes wet utilities (i.e., water, sewer and storm drainage) and dry utilities (i.e., conduits for telephone, electric, gas and cable), streets, traffic signage, traffic control devices, street lighting, sidewalks, and parkway landscaping.

** For Transportation Improvements, see Exhibit F.

EXHIBIT E-2

Page 1

PARK AND RECREATIONAL OPEN SPACE FACILITIES PLAN



* THE PORTION OF BIKE PATH SEGMENT 2 WITHIN PARK "C" IS COUNTED IN THE ACREAGE OF PARK "C".
ALL OF BIKE PATH SEGMENT 3 IS COUNTED IN THE ACREAGE OF PARK "D".

EXHIBIT E-2

page 2

**Douglas Park
Park and Recreational Open Space Facilities Chart**

	Gross Acreage*
Park A	0.4
Park B	2
Park C	1.1
Park D	5.8
Private Recreation Area	1.2
Bike Path - Segment 1 (Carson St.) (Carson St.)	1.5
Bike Path - Segment 2 ** (adjacent to golf course and partially within Park C)	0.5
Bike Path - Segment 3 *** (adjacent to golf course and all within Park D)	0
Bike Path - Segment 4 (adjacent to "F" Street in City of Long Beach)	0.2
Bike Path - Segment 5 **** (adjacent to "F" Street in City of Lakewood)	0.5
"A" Street Pedestrian Easement / View Corridor	0.2
"B" Street Pedestrian Easement / View Corridor	0.1

TOTAL GROSS ACREAGE	13.5	*****
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- * All acreage is publicly accessible except for the Private Recreation Area
- ** The portion of Bike Path Segment 2 within Park C is counted in Park C above
- *** Bike Path Segment 3 is entirely within Park D and is counted in Park D above
- **** Bike Path Segment 5 is within the City of Lakewood.
- ***** Total Acreage in the City of Long Beach is 13.0 acres

EXHIBIT F

EXHIBIT F
DOUGLAS PARK
TRANSPORTATION IMPROVEMENTS AND PHASING PROGRAM

The goal of the Transportation Improvements Phasing Program for the Douglas Park project (the "Project") is to mitigate significant Project traffic impacts before they occur during the development of the Project. In order to accomplish this goal, the measures in this program necessary to mitigate a significant Peak Hour (as defined in the Development Agreement) traffic impact being caused at the location by the Project shall be in place, as described below. The procedures described below shall be followed to ensure the timely implementation of these measures.

The Project Trip Cap is 5,872 Peak Hour trips, which does not include any adjustments for internal trip reductions, or the Project Transportation Demand Management (TDM) Program. No Project building permit shall be issued if the calculated Project trip generation exceeds this Trip Cap and until otherwise demonstrated by the Company or its designee that any excess trips have been adequately reduced or mitigated to the satisfaction of the City Traffic Engineer.

Prior to the issuance of each new Project building permit, a calculation shall be made of the total site trip generation. This calculation shall add the trip generation of the new Project building to the total site trip generation calculated for the previously approved Project building permit. The calculations shall be based on the trip generation rates in Table F-1. These rates do not include any adjustments for internal trip reductions or the Project TDM Program. If more current trip generation rates applicable to Project uses are available and have been published in the Institute of Transportation Engineers (ITE) Trip Generation manual, the City Traffic Engineer shall have the option of using the more current ITE rates. Where development flexibility is allowed, such flexibility shall be based on the trip generation equivalency rates in Table F-2, unless the equivalency rates require revision due to the use of more current ITE trip generation rates as previously noted. For allowable Project uses that are difficult to categorize, the City Traffic Engineer shall use reasonable methods to establish the appropriate trip generations or equivalencies for those uses.

Trip generation credit shall also be granted for buildings demolished or removed from the site since October 1, 2000, as documented by the Company or its designee. Such credit shall be granted according to the "Existing Uses" trip generation rate of 0.30 per 1,000 gross square feet in Table F-1. This rate is based on site driveway traffic volumes counted approximately October 1, 2002, which inherently reflect occupied and unoccupied buildings that existed on the site at that time.

Table F-1
Project Trip Generation Rates for Proposed and Existing Uses

<u>Proposed Use</u>	<u>Trip Generation Rate</u>
Office Park ("Commercial District")	1.25 per 1,000 gsf
Single-Family Detached	1.01 per du
Apartment	0.59 per du
Condominium/Townhouse/Flat	0.43 per du
Retail	4.96 per 1,000 gsf
Hotel	0.61 per rm
<u>Existing Uses To Be Removed</u>	
Office, R & D, Warehousing, Manufacturing Mechanical, Storage	0.30 per 1,000 gsf

Note: gsf = gross square feet
 du = dwelling unit
 rm = room

Table F-2
Project Trip Generation Equivalency Rates for Proposed Uses

Proposed Land Use and Unit of Measure		Peak Hour Trip Generation Equivalency Rate		
Office Park ("Comm. Distr."), 1,000 gsf	=	1.238	du	Single-Family Detached
	=	2.119	du	Apartment
	=	2.907	du	Condominium/Townhouse/Flat
	=	252.016	gsf	Retail
	=	2.049	rm	Hotel
Single-Family Detached, 1 du	=	808.000	gsf	Office Park ("Comm. Distr.")
	=	1.712	du	Apartment
	=	2.349	du	Condominium/Townhouse/Flat
	=	203.629	gsf	Retail
	=	1.656	rm	Hotel
Apartment, 1 du	=	472.000	gsf	Office Park ("Comm. Distr.")
	=	0.584	du	Single-Family Detached
	=	1.372	du	Condominium/Townhouse/Flat
	=	118.952	gsf	Retail
	=	0.967	rm	Hotel
Condominium/Townhouse/Flat, 1 du	=	344.000	gsf	Office Park ("Comm. Distr.")
	=	0.426	du	Single-Family Detached
	=	0.729	du	Apartment
	=	86.694	gsf	Retail
	=	0.705	rm	Hotel
Retail, 1,000 sf	=	3,968.000	gsf	Office Park ("Comm. Distr.")
	=	4.911	du	Single-Family Detached
	=	8.407	du	Apartment
	=	11.535	du	Condominium/Townhouse/Flat
	=	8.131	rm	Hotel
Hotel, 1 rm	=	488.000	gsf	Office Park ("Comm. Distr.")
	=	0.604	du	Single-Family Detached
	=	1.034	du	Apartment
	=	1.419	du	Condominium/Townhouse/Flat
	=	122.984	gsf	Retail

Based on the total site trip generation calculated with the inclusion of the new Project building, any applicable transportation improvement measures shall be assigned from the list below. All applicable measures shall be completed prior to the issuance of the final certificate of occupancy for the new Project building, except that such a certificate shall not be withheld if an applicable

measure is delayed by circumstances beyond the control of the Company or its designee, or rejected by a jurisdiction where the measure is located. In the event an applicable measure is rejected by a jurisdiction where the measure is located, prior to the construction or installation of that measure, a mitigation measure of reasonably similar cost and effectiveness may be substituted as the City shall direct. If no such measure can be identified, then an in-lieu payment in the amount of the cost of the original measure shall be made to the City's Traffic Mitigation Program Fund. The cost of the original improvement shall be determined by a Project Study Report or equivalent document acceptable to the Director of Public Works. In addition, the Company or its designee shall not be precluded from accelerating the implementation of any of these measures.

Category A - Area-Wide ATCS/ITS Measures

Adaptive Traffic Control System (ATCS) and Intelligent Transportation System (ITS)

Connectivity with Freeway Ramps: Fund or cause the funding for the design and construction of a state-of-the-art traffic signal system, such as ATCS, along the following eight arterial corridors: 1) Del Amo Boulevard, approximately from the Long Beach Freeway to the San Gabriel River Freeway; 2) Carson street, approximately from Long Beach Boulevard-San Antonio Drive to the San Gabriel River Freeway; 3) Spring Street, approximately from Atlantic Avenue to the San Gabriel River Freeway; 4) Willow Street, approximately from Atlantic Avenue to the San Gabriel River Freeway; 5) Atlantic Avenue, approximately from the Artesia Freeway to Willow Street; 6) Cherry Avenue, approximately from the Artesia Freeway to Pacific Coast Highway; 7) Lakewood Boulevard, approximately from the Artesia Freeway to Stearns Street; and 8) Bellflower Boulevard, approximately from the Artesia Freeway to the San Diego Freeway.

In addition to funding for ATCS along the above eight corridors, an area-wide ITS program shall be included to improve capacity at both corridor and non-corridor signalized intersections. The ITS program will include interconnect, traffic detectors, surveillance cameras, message signs and other means that connect the surface street signal system with adjacent freeway on- and off-ramp meters and signals. Such connectivity and linkage with the freeway system will provide feedback to the surface street signal system and allow further adjustments in signal operations to enhance area-wide system capacity. The completed network of ATCS/ITS corridor and related improvements is illustrated in Figure F-1.

ATCS and the affiliated ITS program measures affecting the following intersections shall be installed no later than the triggering of the corresponding Peak Hour trips:

<u>Corridors and Study Intersections</u>	<u>Trigger Value*</u>
o Lakewood Corridor (A):	1,081*
- Lakewood Blvd./Carson St. (I/S #45; 1,081**)	
- Lakewood Blvd./Spring St. (I/S #78; 1,113**)	
- Lakewood Blvd./South St. (I/S #17; 1,332**)	
- Lakewood Blvd./Stearns St. (I/S #95; 1,499**)	
- Lakewood Blvd./Willow St. (I/S #89; 1,772**)	
o Bellflower/Spring Corridor	1,257*
- Bellflower Blvd./Wardlow Rd. (I/S #68; 1,257**)	
- Bellflower Blvd./Spring St. (I/S #80; 3,559**)	
- Spring St./Clark Ave. (I/S #79; 3,866**)	
- Spring St./Cherry Ave. (I/S #74; 5,073**)	
o Carson Corridor (A)	1,449*
- Carson St./Clark Ave. (I/S #47; 1,449**)	
- Carson St./Woodruff Ave. (I/S #49; 2,002**)	
- Carson St./Cherry Ave. (I/S #43; 2,183**)	
- Carson St./Palo Verde Ave. (I/S #50; 2,559**)	
o Paramount Corridor	1,507*
- Paramount Blvd./Del Amo Blvd. (I/S #31; 1,507**)	
- Paramount Blvd./South St. (I/S #16; 1,663**)	
- Paramount Blvd./Artesia Blvd. (I/S #12; 1,677**)	
- Paramount Blvd./Alondra Blvd. (I/S #2; 2,265**)	
o Redondo/Pacific Coast Hwy. Corridor	2,223*
- Pacific Coast Hwy./Redondo Ave. (I/S #99; 2,223**)	
- Redondo Ave./Anaheim St. (I/S #101; 3,384**)	
- Redondo Ave./Willow St. (I/S #88; 4,135**)	
- Redondo Ave./Spring St. (I/S #77; 4,403**)	
- Pacific Coast Hwy./7th St. (I/S #104; 5,073**)	

- o Lakewood Corridor (B) 2,402*
 - Lakewood Blvd./Artesia Blvd. (I/S #13; 2,402**)
 - Lakewood Blvd./Candlewood St. (I/S #23; 3,307**)
 - Lakewood Blvd./Del Amo Blvd. (I/S #32; 3,766**)
 - Lakewood Blvd./Wardlow Rd./Douglas Rd. (I/S #66; 4,584**)
 - Lakewood Blvd./Conant St.-G St. (I/S #60; 4,610**)
 - Lakewood Blvd./Alondra Blvd. (I/S #3; 4,850**)
- o Del Amo Corridor 3,194*
 - Del Amo Blvd./Clark Ave. (I/S #33; 3,194**)
 - Del Amo Blvd./Woodruff St. (I/S #35; 3,194**)
 - Del Amo Blvd./Orange Ave. (I/S #29; 3,718**)
 - Del Amo Blvd./Palo Verde Ave. (I/S #36; 4,459**)
- o Carson Corridor (B) 3,981*
 - Carson St./Los Coyotes Diagonal (#51; 3,981**)
 - Carson St./605 Fwy. SB Off-Ramp (#52; 4,646**)
 - Carson St./Norwalk Blvd. (#55; 4,646**)
 - Carson St./Paramount Blvd. (#44; 4,891**)
- o Atlantic Corridor 4,459*
 - Atlantic Ave./Carson St./ (I/S #41; 4,459**)
 - Atlantic Ave./Wardlow Rd. (I/S #63; 4,850**)
- o South St./Clark Ave. (I/S #18; 5,073**) 5,073*

** Individual intersection (I/S) trigger value.

Also, fund or cause the funding for the design and construction of a centralized ATCS/ITS command center to operate and manage the area-wide ATCS and affiliated ITS measures.

Trigger Value: 1,081 Peak Hour trips

Category B - Intersection Improvements

1. Carson Street/Lakewood Boulevard (Intersection 45, Cities of Long Beach and Lakewood): Widen on the west side of Lakewood Boulevard from Carson Street to F Street (new). At Carson Street, remove the second southbound left-turn lane; modify and shift the raised islands on the north and south legs; and restripe the north and south legs to provide an extended southbound left-turn lane, and a fourth southbound

through lane from north of Carson Street to the vicinity of F Street, where the lane becomes a right-turn-only lane accessing F Street.

Trigger Value: First Project residential certificate of occupancy.

2. F Street/Lakewood Boulevard (Intersection 106, City of Long Beach): Construct F Street as a fully improved public street with a curb-to-curb width of no less than 50 feet, exclusive of any raised median, between proposed 2nd Avenue and Lakewood Boulevard; open and modify the raised island on Lakewood Boulevard for left-turn channelization; and restripe to provide a northbound left-turn lane accessing F Street. Install a traffic signal to control this intersection.

Trigger Value: First Project residential certificate of occupancy.

3. Conant Street-G Street/Lakewood Boulevard (Intersection 60, City of Long Beach): Construct G Street as a fully improved public street with a basic curb-to-curb width of no less than 56 feet, exclusive of any raised median, between proposed 2nd Avenue and Lakewood Boulevard. Construct additional roadway width on G Street approaching Lakewood Boulevard to provide one left-turn lane, one through lane and two right-turn-only lanes eastbound. Restripe and convert the right-turn-only lane on the east leg of Conant Street to a westbound through/right-turn shared lane. Modify the existing traffic signal at Conant Street as necessary to control this intersection.

Trigger Values: First Project residential certificate of occupancy for construction of G Street and 3,637 Peak Hour trips for restriping changes to Conant Street.

4. Carson Street/2nd Avenue (Intersection 109, City of Long Beach): Construct 2nd Avenue as a fully improved public street with a curb-to-curb width no less than 50 feet, exclusive of any raised median, between Carson Street and proposed C Street. Restripe Carson Street to provide a westbound left-turn lane accessing 2nd Avenue (new). Install a traffic signal to control this intersection.

Trigger Value: Certificate of occupancy for first Project building along 2nd Avenue between Carson Street and C Street.

Also, construct 2nd Avenue as a fully improved public street with a curb-to-curb width of no less than 50 feet, exclusive of any raised median, between proposed C Street and proposed F Street no later than the certificate of occupancy for the first Project building along this street segment. In addition, construct 2nd Avenue as a fully improved public street with a curb-to-curb width of no less than 36 feet, exclusive of any raised median, between proposed F Street and proposed G Street no later than the certificate of occupancy for the first Project building along this street segment.

5. Douglas Center Drive-C Street/Lakewood Boulevard (Intersection 105, City of Long Beach): Construct C Street as a fully improved public street with a curb-to-curb width of no less than 36 feet, exclusive of any raised median, between proposed 2nd Avenue and Lakewood Boulevard; modify the raised island on Lakewood Boulevard for left-turn channelization; and restripe to provide a northbound left-turn lane accessing C Street. Modify the existing traffic signal at Douglas Center Drive as necessary to control this expanded intersection.

Trigger Value: Certificate of occupancy for first Project building along C Street between 2nd Avenue and Lakewood Boulevard.

6. Carson Street/Paramount Boulevard (Intersection 44, City of Lakewood): Widen on the east side of the south leg of Paramount Boulevard; modify and shift the raised island on the north leg; remove the raised island on the south leg; and restripe the north and south legs to provide a northbound right-turn-only lane on Paramount Boulevard.

Trigger Value: 618 Peak Hour trips.

7. Del Amo Boulevard/Lakewood Boulevard (Intersection 32, Cities of Lakewood and Long Beach): Widen on the east side of the north leg and the west side of the south leg of Lakewood Boulevard; remove the nose islands and modify the remaining raised islands on the north and south legs; and restripe the north and south legs to provide a second southbound left-turn and three through lanes in each direction on Lakewood Boulevard.

Trigger Value: 891 Peak Hour trips.

8. Carson Street/Bellflower Boulevard (Intersection 48, Cities of Long Beach and Lakewood): Prohibit parking during the AM peak period on the north side of Carson Street (up to approximately 75 spaces) for a length of approximately three blocks east and west of Bellflower Boulevard; modify and lengthen the left-turn channelization along the raised islands on the east and west legs of Carson Street; and restripe this length of Carson Street to provide a third westbound through lane, including conversion of the right-turn lane at Bellflower Boulevard, for the AM peak period and lengthened left-turn lanes approaching Bellflower Boulevard.

Trigger Value: 1,677 Peak Hour trips.

9. Wardlow Road and Cherry Avenue (Intersection 65, City of Long Beach): Remove on-street parking on Cherry Avenue; widen on both sides of the south leg of Cherry Avenue; shorten the raised island on the north leg; and restripe the north and south legs to provide a third southbound through lane.

Trigger Value: 1,851 Peak Hour trips.

10. Cover Street/Paramount Boulevard (Intersection 56, City of Lakewood); Cover Street from Paramount Boulevard to west of Industry Avenue (Cities of Long Beach and Lakewood): Construct and stripe the Project Roadway approaching the intersection of Cover Street/Paramount Boulevard to provide two through lanes and a right-turn-only lane westbound, and a bike lane in each direction. Reconstruct Cover Street as necessary and restripe to provide a left-turn lane and two through lanes eastbound, and a bike lane in each direction. Restripe Paramount Boulevard to provide a left-turn lane and a right-turn-only lane southbound.

Remove on-street parking on the north side of Cover Street (up to approximately three spaces); widen on the north side of Cover Street from approximately 100 feet west of to 340 feet east of Industry Avenue; modify and lengthen the left-turn channelization along the raised island on the east leg at Industry Avenue; and restripe to provide two through lanes, left-turn channelization and a bike lane in each direction, including an extended westbound left-turn lane at Industry Avenue, from Industry Avenue to the improvement at Paramount Boulevard. Restripe the west leg of Cover Street at Industry Avenue to provide two eastbound through lanes, including conversion of the right-turn-only lane, and two westbound right-turn-only lanes departing the intersection and approaching Cherry Avenue.

Restripe Industry Avenue between Cover Street and Bixby Road to provide a left-turn lane and two right-turn-only lanes northbound, a southbound through lane, and a bike lane in each direction.

Trigger Value: Pursuant to Section 2.4.2(c) of Development Agreement.

11. Cover Street/Cherry Avenue (Intersection 108, Cities of Long Beach and Lakewood): Remove on-street parking on the east side of Cherry Avenue (up to approximately 12 spaces) and both sides of Cover Street (up to approximately 24 spaces); open and modify the raised island on Cherry Avenue between Roosevelt Road and Bixby Road, and restripe to provide a southbound left-turn lane accessing Cherry Avenue and a third northbound through lane. Restripe Cover Street to provide a second westbound right-turn-only lane and no westbound left-turn lane. Remove the Stop sign control on Cover Street and install a "half signal" that controls all movements except for the southbound through movement on Cherry Avenue.

Trigger Value: Construction of No. 10 above.

12. Bixby Road and Cherry Avenue (Intersection 59, Cities of Long Beach and Lakewood): Remove on-street parking on Bixby Road between Cherry Avenue and Industry Avenue (up to approximately 37 spaces); and restripe the east leg of Bixby Road to provide one left-turn lane, one left-turn/through shared lane and one right-turn-only lane.

Trigger Value: Construction of No. 10 above.

Category C - Project Transportation Demand Management Program

Prior to the issuance of the first building permit for any Office Park ("Commercial District") use, the Company or its designee shall submit for City approval a Transportation Demand Management (TDM) Program. The TDM Program shall be designed to achieve a 20 percent reduction in Peak Hour trips generated by the Office Park ("Commercial District") uses. The employee commute mode choice shall be annually monitored and the TDM Program adjusted, if necessary, to achieve a 20 percent trip reduction. The City shall determine, based on actual performance, whether the TDM Program will reasonably achieve a 20 percent reduction in Peak Hour trips. The City shall not issue building permits for Office Park ("Commercial District") uses beyond 2,480,000 gross square feet, except to the degree to which actual reductions have been achieved and subject to any adjustments for equivalency conversion between uses. The following formula shall be used for this determination:

$$\begin{aligned} \text{Allowable Office Park ("Comm. Distr.") Building Area} = & (80\% \times 3,100,000 \text{ gsf}) + \\ & (\% \text{ actual trip reduction achieved} \\ & \times 3,100,000 \text{ gsf}) \end{aligned}$$

The issuance of building permits for Office Park ("Commercial District") uses shall be subject to the limitation that the Office Park ("Commercial District") building area shall not exceed 3,100,000 gross square feet unless other uses are reduced in size by the equivalency procedures. In the event that the equivalency procedures are used, the 3,100,000 gross square-foot limits described above shall all be adjusted accordingly.

Trigger Value: First Project building permit for Office Park ("Commercial District") use.

Category D - Regional Transportation Improvements

San Diego Freeway Northbound On-Ramp from Southbound Cherry Avenue: Widen within the merge area where the two northbound on-ramps from Cherry Avenue converge to provide an elongation of the merge section for a smoother and safer merge. Relocate the ramp metering location for southbound traffic from Cherry Avenue to provide additional queuing length between the meter and Cherry Avenue.

Trigger Value: No later than 5,000 Peak Hour trips.

Category E - Neighborhood Traffic Management Measures

The Company or its designee shall make an initial lump sum payment of \$250,000 to the City of Long Beach, which the City shall administer for the study, design and implementation of neighborhood traffic management measures to deter potential Project traffic intrusion into the residential areas analyzed in the Draft EIR. The City shall coordinate with the City of Lakewood and other neighborhood groups in residential areas that may also be significantly affected by such traffic intrusion. Potential neighborhood traffic management measures may include, but not be limited to the following: additional Stop signs; speed humps; turn restrictions; signal timing strategies; signalization prohibiting through traffic movements; parking restrictions; diverters; chokers; cul-de-sacs; partial cul-de-sacs; median islands; woonerfs ("chicanes"); traffic circles; one-way streets; and residential identity signs, gates or monuments.

Trigger Value: First Project building permit for initial \$250,000 payment.

If requested by the City, and no sooner than 3,000 Peak Hour trips, and provided that the initial \$250,000 payment has been spent and a complete accounting thereof is submitted to and accepted by the Company or its designee, the Company or its designee shall make an additional lump sum payment of \$250,000 to the City for additional design and implementation of neighborhood traffic management measures for the above-described residential areas. Any unused portion of this payment shall be returned to the Company or its designee within one year after the expiration of the Development Agreement.

Category F - Bicycle Facility Improvements

In keeping with the intent of the Long Beach Bicycle Master Plan, the project shall continue to provide a Class I bike lane within the Carson Street parkway adjacent to the site, and shall provide a bike lane that extends south from Carson Street and west to the Paramount Boulevard/Cover Street intersection. These bicycle facility improvements shall occur concurrently with the phasing of the on-site streets.

Trigger Value: Pursuant to Section 2.4.2 of Development Agreement.

EXHIBIT G

EXHIBIT G
COVENANT AND AGREEMENT REGARDING LAKEWOOD BOULEVARD
LANDSCAPE IMPROVEMENTS

RECORDING REQUESTED BY
AND MAIL TO:

Boeing Realty Corporation
Douglas Park
P.O. Box 93005
Long Beach, California 90809-9854
Attention: _____

COVENANT AND AGREEMENT REGARDING LAKEWOOD BOULEVARD
LANDSCAPE IMPROVEMENTS

This Covenant and Agreement (the "Agreement") is made and entered into as of _____, 2004 by and between McDONNELL DOUGLAS CORPORATION, a Maryland corporation and a wholly-owned subsidiary of The Boeing Company, a Delaware corporation ("Company"), and the CITY OF LONG BEACH, a charter city and municipal corporation of the State of California (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, Company is the owner of approximately 238 acres located in City of Long Beach, County of Los Angeles, State of California, as more particularly described in the Legal Description, attached hereto as Exhibit A (the "Property").

WHEREAS, Company has been engaged for several years in the planning and entitlement stages of a major land use project within the City known as Douglas Park (the "Douglas Park Project").

WHEREAS, Company concurrently herewith is entering into a Development Agreement with the City for the Douglas Park Project.

WHEREAS, pursuant to that certain Covenant And Agreement dated February 18, 2003 between Boeing Realty Corporation and the City (the "Phase 1 Agreement"), Company has previously constructed, or caused to be constructed, and is currently maintaining certain landscaping and planting for that portion of Lakewood Boulevard generally between Spring Street and Conant Street as shown on Exhibit B attached hereto (the "Phase 1 Landscaping"), in lieu of street trees normally specified by the City.

WHEREAS, as part of the Development Agreement, Company has agreed to construct and maintain certain landscaping and planting for that portion of Lakewood Boulevard between Conant Street and Carson Street as shown on Exhibit B attached hereto (the "Phase 2 Landscaping"), in lieu of street trees normally specified by the City.

WHEREAS, the Phase 1 Landscaping and the Phase 2 Landscaping are hereinafter referred to together as the "Lakewood Boulevard Landscaping."

WHEREAS, pursuant to this Agreement, upon completion of the Phase 2 Landscaping, Company shall maintain Phase 2 of the Lakewood Boulevard Landscaping as well as Phase 1 of the Lakewood Boulevard Landscaping.

WHEREAS, pursuant to the Phase 1 Agreement, City has reimbursed Boeing Realty Corporation ("BRC") all amounts owed by City to BRC under the Phase 1 Agreement, including the Capital Cost Contribution required under Section B of the Phase 1 Agreement and City has no further reimbursement obligation to BRC thereunder.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties hereto agree as follows:

A. Agreement and Assurances on the Part of Company:

1. Installation

Company shall complete, to the reasonable satisfaction of the City, the installation of the Phase 2 Landscaping as set forth in detailed landscape improvement plans to be (i) prepared by Company consistent with the detailed landscape improvement plans prepared for the Phase 1 Landscaping and (ii) approved by the Director of the Department of Public Works of the City (the "Director"). Company shall notify the Director in writing within thirty (30) days of the completion of such installation. The Director shall have thirty (30) days thereafter to direct Company in writing to correct the installation work, if any, that has not been done in accord with this Agreement and the approved plans.

2. Maintenance

Following their installation, maintenance for the Lakewood Boulevard Landscaping shall be provided by Company or its successors and assigns with respect to the Property (which may include a property owners association) in accordance with the following guidelines. Except as expressly set forth below in "Parkways and Medians" (Paragraphs a, j, and k) below, all such maintenance shall be at the sole cost and expense of the Company or said successors and assigns:

Parkways and Medians

- a. The cost of all planting and irrigation installation, removal, maintenance and/or repair of landscaping and irrigation systems located in the parkway or median areas, will be at Company's expense. Irrigation water and power to the irrigation controllers will be supplied by the City at the City's expense.
- b. All weeds and debris within planting areas will be removed and hauled away as reasonably required by the City.

- c. All sprinklers and the irrigation lines will be maintained as reasonably required by the City.
- d. All dead plants will be removed and replaced as reasonably required by the City.
- e. All vegetation will be trimmed to clear the street and sidewalk at all times as reasonably required by the City.
- f. All vegetation will be trimmed and maintained at all times as reasonably required by the City.
- g. All vegetation will be watered and fertilized to assure its survival.
- h. Pests and diseases will be continuously controlled to provide a healthy environment for plants and the public.
- i. Planting areas will be maintained in a safe condition free of debris at all times.
- j. Sidewalks will be maintained free and clear of landscape debris at all times, however, overall sidewalk maintenance and repair will be the responsibility and liability of the City.
- k. Fencing along Lakewood Boulevard adjacent to the Skylinks Golf Course will be installed at Company's expense. Fencing will be maintained by the City.

Trees – General

- a. Trees will be watered regularly in sufficient quantity to maintain proper root moisture.
- b. Trees will be staked and tied properly at all times, until the tree's root systems are mature enough to support the tree.
- c. Trees will be checked regularly to prevent girdling of the tree trunk.
- d. Tree planting areas will be maintained at all times to coincide with the sidewalk grade with no vertical lip.
- e. Tree planting areas will be kept free of weeds and debris.
- f. Trees will be trimmed to reduce the tree's crown in an effort to increase the trunk and root system stability, and to contribute to public safety at all times as reasonably required by the City.
- g. If an emergency of any kind should occur, such as the tree uprooting, or a limb falling onto private property or into the street area, it shall be the responsibility of Company to eliminate all debris at no cost to the City after being notified by City.
- h. Trees will be trimmed in accordance with ISA standards, sprayed, removed and replaced as necessary to the reasonable satisfaction of the City.

Trees – Palms

- a. Palms will be watered regularly in sufficient quantity to maintain proper root moisture.
- b. Palms will be trimmed one time per year, sprayed, removed and replaced as necessary to the reasonable satisfaction of the City.

Company further agrees to:

- a) Provide the City with a certificate of insurance evidencing a commercial general liability insurance policy in the amount of \$1,000,000 covering the activities to be performed under the above-described maintenance agreement and provide annual proof of same. The City shall be named as an additional insured on such policy. Such insurance policy shall provide that the City be notified by registered mail at least thirty (30) days before the effective date of any expiration, cancellation or reduction in coverage. Failure to maintain the herein required

insurance or to faithfully perform any other requirement of this Agreement shall result in the City having the right, but not the obligation, to perform any such requirement on Company's behalf and to receive payment upon demand for the reasonable cost thereof from Company.

b) Indemnify and hold harmless the City, its officers, agents and employees, from and against all third-party cost, liability, loss, damage or expenditure of whatsoever kind and nature sustained or incurred by the City by reason of any failure by Company to faithfully perform the requirements of this Agreement (collectively, "Claims, Damages and Expenses"). Company hereby further agrees to assume, at its own expense, the defense of any action or actions to the extent based on any such failure by Company to so perform. Notwithstanding the foregoing, Company shall have no obligation to indemnify, hold harmless or defend City against any Claims, Damages and Expenses to the extent caused by or attributable to the City, or any person or entity acting on City's behalf, including without limitation City's employees, agents and contractors; provided, that the foregoing limitation shall not be construed to apply to Company or its successors or assigns, to the extent acting on City's behalf pursuant to the terms of this Agreement.

c) Waive any right to make or prosecute any claim or demand against the City, or any of its Boards, Departments, officers, employees, or agents for any damage that may occur to any of the street trees covered by this Agreement or property adjacent to said trees, or for any other loss, damage, cost or expense suffered by Company, caused in any manner by the City's actions in permitting Company to install and maintain the Lakewood Boulevard Landscaping.

B. Miscellaneous Provisions

1. This Agreement shall run with the Property and shall be binding upon any future owners and encumbrancers, their successors, heirs and assigns and shall continue in effect until the Parties approve its termination. Company's obligations, including indemnity and liability provisions, under this Agreement may be assigned to a corporation, partnership or other entity succeeding to Company's ownership in the Property, including, without limitation, to an association of owners of some or all of the lots into which the Property is now or hereafter subdivided, which association has the power, if necessary, to assess each owner for the costs of performing the obligations of Company under this Agreement. Upon any such assignment, Company shall have no further obligation under this Agreement with respect to any liabilities arising hereunder after the effective date of such assignment.

2. This Agreement supercedes in its entirety the Phase 1 Agreement which is hereby rescinded and has no further force or effect following the recordation of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed and delivered, as of the date first appearing above, by their duly authorized officers.

CITY OF LONG BEACH, a charter city
and municipal corporation of the State of California

By: _____
City Manager

Date: _____

Approved as to Form,

_____, 2004
ROBERT SHANNON, City Attorney

Approved as to Form,

_____, 2004
Brown, Winfield & Canzoneri, Inc.,
Special Counsel

By: _____

By: _____

McDONNELL DOUGLAS CORPORATION, a
Maryland corporation

By: _____

Date: _____

By: _____

Date: _____

EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF LOT 40 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 40.00 FEET TO THE INTERSECTION OF THE CENTER LINES OF LAKEWOOD BOULEVARD (100 FEET WIDE) AND CONANT STREET (80 FEET WIDE); THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 782.60 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 219.08 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 594.30 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 113.30 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 6.42 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 105.78 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 587.88 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 90 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 2:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 2098.72 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 35 SECONDS EAST 46.92 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST 441.97 FEET TO THE SOUTHERLY LINE OF THE NORTH 100 FEET OF SAID LOT 39; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 1562.71 FEET TO THE WESTERLY LINE OF THE EAST 160 FEET OF SAID LOT 39; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 180 FEET; THENCE PARALLEL WITH SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 160 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39, DISTANT THEREON, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 200 FEET FROM THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG LAST MENTIONED EASTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 359.97 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 45 SECONDS WEST 687.74 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 16 SECONDS WEST 725.64 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 40, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 516.65 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1354.90 FEET, MORE OR LESS, TO A POINT IN SAID SOUTHERLY LINE, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 565.15 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 565.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 3:

THAT PORTION OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 40, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOTS, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 673.99 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 42, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 200.70 FEET; THENCE SOUTH 78 DEGREES 05 MINUTES 36 SECONDS EAST 470.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST 558.38 FEET TO A POINT IN THE WESTERLY LINE OF PARCEL 3 HEREBIN DESCRIBED; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 652.81 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 40; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 344.78 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS 41 AND 42 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 42, DISTANT THEREON NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 213.73 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOTS, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 26.31 FEET; THENCE PARALLEL WITH SAID EASTERLY LINES, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 859.27 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 63 DEGREES 55 MINUTES 55 SECONDS WEST 15.48 FEET TO THE MOST WESTERLY CORNER OF THE LAND SO DESCRIBED; THENCE PARALLEL WITH SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 665.10 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 865.80 FEET FROM THE EASTERLY LINE OF SAID LOT 41; THENCE ALONG SAID PARALLEL LINE AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 526.88 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, BY DEED RECORDED IN BOOK 17896 PAGE 358, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID RAILROAD LAND, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 557.50 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 1422.58 FEET FROM THE EASTERLY LINE OF SAID LOT 42; THENCE ALONG SAID PARALLEL LINE, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 870 FEET TO THE SOUTHERLY LINE OF SAID LOT 42; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS

EAST 1208.77 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF LOTS 39 AND 41 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 39, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTH 17 DEGREES 39 MINUTES 25 SECONDS WEST 1103.34 FEET TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF THE LAND SO DESCRIBED, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 21.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 113.25 FEET; THENCE SOUTH 72 DEGREES 20 MINUTES 35 SECONDS EAST 126.98 FEET; THENCE NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 91.30 FEET; THENCE NORTH 72 DEGREES 20 MINUTES 35 SECONDS WEST 59.97 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 6:

THAT PORTION OF LOT 39 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 2050.47 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO MIKE LYMAN BY DEED RECORDED FEBRUARY 18, 1941 AS INSTRUMENT NO. 18 IN BOOK 18190 PAGE 223, OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF THE LAND OF LYMAN, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 100 FEET; THENCE ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY DEED RECORDED DECEMBER 13, 1940 AS INSTRUMENT NO. 22 IN BOOK 18034 PAGE 218, OFFICIAL RECORDS, TO AND ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY PARCEL "A" OF THE DEED RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 59 IN BOOK 18735 PAGE 243, OFFICIAL RECORDS, NORTH 89 DEGREES 47 MINUTES 44.35 SECONDS WEST 2081.92 FEET TO THE NORTHWEST CORNER OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED; THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 104.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF CARSON STREET, AS CONVEYED TO THE COUNTY OF LOS ANGELES BY DEED RECORDED IN BOOK 10906 PAGE 178, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 39 AS DESCRIBED IN GRANT DEED TO THE CITY OF LONG BEACH WHICH RECORDED JULY 12, 2000 AS INSTRUMENT NO. 00-1064084 AND SEPTEMBER 28, 2000 AS INSTRUMENT NO. 00-1526582.

PARCEL 7:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE OF SAID LOT NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 1204.70 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF PARCEL 3, DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., INC., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 1354.90 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 516.65 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 16 SECONDS EAST 725.64 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 45 SECONDS EAST 687.74 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39; THENCE ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF SAID LOT 40, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 2080.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE LAST ABOVE DESCRIBED LAND ON THE EAST.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 2.973 ACRES AND DESIGNATED AS PARCEL 2 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT COMPANY.

PARCEL 8:

THOSE PORTIONS OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHWEST CORNER OF PARCEL 4 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 700.30 FEET TO THE INTERSECTION WITH THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 546.77 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5; THENCE ALONG THE SOUTH LINE OF SAID LOT 42, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 213.73 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

THOSE PORTIONS OF LOTS 39, 40, 41 AND 42 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE

OF SAID LOT SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE WEST LINE OF SAID PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 652.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 4 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4, NORTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 558.38 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 36 SECONDS WEST 470.48 FEET TO THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG LAST SAID EAST LINE NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 658.57 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF PARCEL D OF TRACT NO. 2 AS DESCRIBED IN DEED FROM WESTERN LAND IMPROVEMENT COMPANY, RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 53 DEGREES 55 MINUTES 55 SECONDS EAST 106.99 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL D; THENCE ALONG THE WESTERLY LINE OF PARCEL A OF TRACT NO. 2 AS DESCRIBED IN LAST SAID DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 998.51 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 39 AND DISTANT SOUTHERLY THEREFROM 100 FEET, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 519.21 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3 IN THE QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO.; THENCE ALONG THE WEST LINE OF LAST SAID PARCEL SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST 441.97 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 35 SECONDS WEST 46.92 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1446.71 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 0.196 ACRES AND DESIGNATED AS PARCEL 6 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO.

PARCEL 10:

THOSE PORTIONS OF LOTS 49, 51 AND 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEWOOD BOULEVARD, (FORMERLY KNOWN AS CERRITOS AVENUE, 80 FEET WIDE) AS SHOWN ON SAID TRACT NO. 8084 NOW VACATED AND ABANDONED BY THE STATE OF CALIFORNIA HIGHWAY COMMISSION, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 19, 1959 AS INSTRUMENT NO. 3601, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LAKEWOOD BOULEVARD (100 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED JANUARY 5, 1912 AS INSTRUMENT NO. 1160 IN BOOK 11271 PAGE 368, OFFICIAL RECORDS, WITH THE NORTHERLY LINE OF SAID LOT 51; THENCE ALONG SAID LAKEWOOD BOULEVARD (100 FEET WIDE), SOUTH 0 DEGREES 06 MINUTES 01 SECONDS WEST 133.81 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE EASTERLY 2077 FEET, A TANGENT WHICH BEARS SOUTH 9 DEGREES 09 MINUTES 01 SECONDS EAST FROM SAID POINT AND SO RECITED IN SAID VACATION AND ABANDONMENT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18 DEGREES 15 MINUTES 46 SECONDS AN ARC DISTANCE OF 372.03 FEET; THENCE SOUTH 25 DEGREES 16 MINUTES 10 SECONDS EAST 18.01 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 2, 1959 AS INSTRUMENT NO. 3959, OFFICIAL RECORDS AS RECITED AS HAVING A BEARING AND LENGTH OF "SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST 106.64 FEET"; THENCE SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST TO A LINE THAT IS PARALLEL WITH AND DISTANT 583.00 FEET SOUTHERLY FROM THE NORTHERLY LINES OF SAID LOTS 49, 51 AND

52; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 1800.79 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 55 SECONDS WEST 533.01 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS WEST 70.86 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 49, SAID POINT BEING DISTANT NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3718.10 FEET ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, FROM THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST 3718.10 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID LOT 52, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094 PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923 PAGE 236, OFFICIAL RECORDS.

PARCEL 11:

AN EASEMENT, APPURTENANT TO LAND DESCRIBED ABOVE AS PARCEL 10, WHICH EASEMENT SHALL CONSTITUTE A RIGHT OF INGRESS AND EGRESS TO AND FROM THE TAXIWAYS AND RUNWAYS OF THE LONG BEACH AIRPORT AS DELINEATED ON EXHIBIT C-1, ATTACHED TO DEEDS RECORDED DECEMBER 24, 1981 AS INSTRUMENT NOS. 81-1260432, 81-1260433, 81-1260434 AND 81-1260435 FROM THE LAND DESCRIBED ABOVE AS PARCEL 16, WHICH ABUTS THE LONG BEACH AIRPORT. SAID EASEMENT IS APPURTENANT, RUNNING WITH THE LAND, AND NOT PERSONAL.

PARCEL 12:

THAT CERTAIN STRIP OF LAND 20 FEET IN WIDTH BEING THOSE PORTIONS OF LOTS 41, 43 AND 44 AND OF VACATED BIXBY STATION ROAD, AS SHOWN ON THE MAP OF TRACT NO. 8084, PARTLY IN THE CITY OF LONG BEACH AND PARTLY IN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, A UTAH CORPORATION, RECORDED NOVEMBER 23, 1940 AS INSTRUMENT NO. 1000 IN BOOK 17896 PAGE 358 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION THEREOF LYING WITH THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN QUITCLAIM DEED TO MONTANA LAND COMPANY, A CALIFORNIA CORPORATION, RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 58 IN BOOK 18826 PAGE 47 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS "PARCEL P" IN FINAL ORDER OF CONDEMNATION HAD IN LOS ANGELES SUPERIOR COURT CASE NO. LBC-23999, A CERTIFIED COPY OF WHICH RECORDED SEPTEMBER 28, 1960 AS INSTRUMENT NO. 1191 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER

NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, WHICH LIE 500 FEET OR MORE BELOW THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS OR ASSIGNS, AS EXCEPTED AND RESERVED BY UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED MARCH 31, 2004 AS INSTRUMENT NO. 04-0756993.

EXHIBIT H

EXHIBIT H

Performance Trigger Summary*

	Execution of Development Agreement ¹	Phase 1 1st Residential C of O	451st Residential C of O	Phase 2 Sooner of 701st Residential C of O	Phase 3 Sooner of Delivery of Park D	Phase 4 Sooner of 701st Residential C of O ²	801st Residential C of O	Phase 5 1st Residential C of O in Subarea 5	Phase 5 Sooner of 901st Residential C of O or 65% of Residential Acreage Net of Parks and Recreational Open Space and Streets	Enclave Phase No Trigger
1st Performance Trigger										
				OR	OR	OR			OR	
2nd Performance Trigger				50% of Residential Acreage Net of Parks and Recreational Open Space and Streets	3 years after 701st Residential C of O	5 years after acceptance of Phase 1 On-site Roadway Infrastructure ³			1st Residential C of O in Subarea 5	

ON-SITE PROJECT INFRASTRUCTURE

On-Site Roadway Infrastructure										
Phase 1 On-Site Roadway Infrastructure		X								
Phase 2 On-Site Roadway Infrastructure				X						
Phase 3 On-Site Roadway Infrastructure ⁴					X					
Enclave Phase On-Site Roadway Infrastructure										
Lakewood Boulevard Landscape Improvements		X								X
Parks and Recreational Open Space										
Park A		X								
Park B		X								
Park C										
Park D									X	
Private Recreation Area		X				X				
Pedestrian Easements / View Corridors										
Bike Path Segment One		X						X		
Bike Path Segment Two										
Bike Path Segment Three									X	
Bike Path Segment Four						X				
Bike Path Segment Five ⁵					X					

HOUSING PAYMENT

Affordable Housing Fee										
Residential	\$ 250,000	\$ 425,000	\$ 675,000							
Commercial ⁶		\$ 325,000		\$ 325,000	\$ 350,000		\$ 650,000			

* This exhibit has been prepared as a summary of the detailed requirements contained in the Development Agreement. In the event of any conflict between this exhibit and the Development Agreement, the Development Agreement shall control. For Transportation Improvements see Exhibit F to the Development Agreement.

¹ Payment will be delayed in the event of any legal challenge to the Development Agreement.

² If first trigger is missed due to remediation delay, corporate guarantee or letter of credit becomes applicable.

³ If second trigger is missed due to remediation delay and no alternate location has been delivered, park Mitigation Amount is due.

⁴ Portion of Cover Street/Street F and modification to signal at Cover Street/Street F and Paramount subject to approval by the City of Lakewood.

⁵ Subject to approval by the City of Lakewood.

⁶ See Section 8.30 of the Development Agreement for additional detail regarding trigger dates.

EXHIBIT I

EXHIBIT I IMPACT FEES

1. **Sewer Fees.** Sewer fees for the Project during the Term shall be as follows:
 - \$67.48 per equivalent fixture unit per Sections 107 and Table 10-1 of the Uniform Plumbing Code.
2. **Park and Recreation Fees.** Park and Recreation fees for the Project during the Term shall be as follows:
 - \$2,680 per single family dwelling
 - \$2,070 per unit on a multi-unit development
 - \$1,522 per secondary housing unit (granny flat)
 - \$1,015 per accessory residential unit (artist studio, caretakers unit, personage up to 220 square feet)
3. **Traffic Impact Fees.** No traffic impact fees shall be imposed on the Project during the Term. As discussed in Section 3.2.7, the Transportation Improvements qualify for credit against the City's Traffic Impact Fees. As such, no Traffic Impact Fees shall be required during the Term.
4. **Affordable Housing Fee.** No affordable housing fees shall be imposed on the Project during the Term, other than the Housing Payment set forth in Section 8.30.

EXHIBIT J

EXHIBIT J
FORM OF CERTIFICATE OF AGREEMENT COMPLIANCE

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

BOEING REALTY CORPORATION
Douglas Park
P.O. Box 93005
Long Beach, California
Attn: _____

CERTIFICATE OF AGREEMENT COMPLIANCE

The City of Long Beach ("City") does hereby certify as follows:

1. On _____, City and McDonnell Douglas Corporation ("Company") entered into that certain Development Agreement for the development of Douglas Park, which Development Agreement was recorded as Instrument No. _____ in the Recorder's Office of the County of Los Angeles.

2. On _____, City completed its most recent annual review of the Development Agreement pursuant to California Government Code section 65865.1 and Section 5 of the Development Agreement.

3. Based upon the most recent annual statement of compliance submitted by Company and/or its successors or assigns, the most recent annual review and the information currently and actually known to City, as of the date set forth in paragraph 2 above, the Development Agreement has not been modified or amended by the City and Company [modify to reflect any amendments] and remains in effect.

4. Based upon the most recent annual statement of compliance submitted by Company and/or its successors or assigns, the most recent annual review and the information currently and actually known to City, as of the date set forth in paragraph 2 above, Company was in good faith compliance with the Development Agreement.

IN WITNESS WHEREOF, this Certificate is hereby executed by a duly authorized officer of the City as of [_____, ____].

CITY OF LONG BEACH, a charter city

By : _____

Print Name: _____

Title: [Director of Planning and Building]

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2004 before me, _____, a
notary public in and for said State, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT K

EXHIBIT K
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

BOEING REALTY CORPORATION
Douglas Park
P.O. Box 93005
Long Beach, California
Attn: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment"), is made and entered into as of _____, by and between MCDONNELL DOUGLAS CORPORATION, a Maryland corporation ("Assignor") and _____, a _____ ("Assignee"), with reference to the following:

A. Pursuant to that certain certain Purchase Agreement And Escrow Instructions dated as of _____ (the "Purchase Agreement"), Assignor is selling to Assignee certain real property (the "Property") located within the area commonly known as Douglas Park and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Assignor heretofore entered into that certain Douglas Park Development Agreement dated _____ by and between Assignor and the City of Long Beach (the "Development Agreement"), which was recorded on _____ as Instrument No. _____ in the Official Records of the Recorder's Office of Los Angeles County, California.

C. In connection with the sale of the Property pursuant to the Purchase Agreement, Assignor now desires to assign and convey, and Assignee desires to accept and assume, all of Assignor's interest in and all of Assignor's obligations under the Development Agreement, subject to the conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ASSIGNMENT. Assignor hereby assigns, transfers, sets-over and delivers unto Assignee, without recourse or warranty of any kind, express or implied, all of the following rights, interests, benefits and privileges of Assignor under the Development Agreement:

[LIST OF RIGHTS, INTERESTS, BENEFITS AND PRIVILEGES BEING ASSIGNED.]

2. ASSUMPTION. Assignee hereby accepts the foregoing assignment and agrees to assume, discharge, keep, perform and fulfill all of the following terms, conditions, duties and obligations arising on or after [DATE OF ASSIGNMENT] to be performed and fulfilled by Assignor under the Development Agreement, for the duration thereof:

[LIST OF TERMS, CONDITIONS, DUTIES, INDEMNITIES AND OBLIGATIONS BEING ASSUMED.]

3. ASSIGNOR'S INDEMNITY. Assignor shall fully and completely defend, indemnify and hold harmless Assignee and each and all of its successors, assigns, employees, officers, shareholders, directors, agents, servants and legal representatives from and against any and all manner of action or actions, cause or causes of action, in law or in equity, promises, liabilities, claims, demands, damages, loss, cost or expense (including without limitation attorney's fees and expenses) of any nature whatsoever (hereinafter collectively referred to as "Claims") arising out of, based upon or relating in any way to the Development Agreement, and which Claims arise out of any act, omission, event or circumstances existing or occurring prior to [DATE OF ASSIGNMENT]. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery under this indemnity.

4. ASSIGNEE'S INDEMNITY. Assignee shall fully and completely defend, indemnify and hold harmless Assignor and each and all of its successors, assigns, employees, officers, partners, directors, agents, servants and legal representatives from and against any and all Claims arising out of, based upon or relating in any way to the Development Agreement, and which Claims arise out of any act, omission, event or circumstance existing or occurring on or after [DATE OF ASSIGNMENT]. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery under this indemnity.

5. REPRESENTATION OF ASSIGNEE. Assignee hereby acknowledges receipt of a copy of the Development Agreement and represents and warrants that it has knowledge of its terms, covenants, conditions, duties and obligations.

6. COVENANTS OF FURTHER ASSURANCES. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

7. COUNTERPARTS. This Assignment may be signed in multiple counterparts which, when taken together and signed by all parties and recorded as provided in Section 9 hereof, shall constitute a binding Assignment between the parties.

8. SUCCESSORS AND ASSIGNS. All of the terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

9. EFFECTIVENESS. The effective date of this Assignment shall be the date upon which this instrument is recorded in the Official Records of the Recorder's Office of Los Angeles County, notwithstanding a prior execution date.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first set forth above.

ASSIGNOR:

MCDONNELL DOUGLAS
CORPORATION, a Maryland corporation

By: _____
Its: _____

ASSIGNEE:

_____, a

By: _____
Its: _____

$$\begin{pmatrix}) \\) \\) \end{pmatrix} \quad SS$$

SIGNATURE OF NOTARY PUBLIC

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

)
) ss
)

On before me, , Notary Public, personally
appeared , personally known to me (or proved to me on the
basis of satisfactory evidence) to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same in their authorized
capacities, and that by their signatures on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT L

EXHIBIT L
FORM OF WAIVER OF RIGHT OF FIRST REFUSAL AND USE RESTRICTIONS

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

BOEING REALTY CORPORATION
Douglas Park
P.O. Box 93005
Long Beach, California
Attn: _____

WAIVER OF RIGHT OF FIRST REFUSAL AND USE RESTRICTIONS

THIS WAIVER OF RIGHT OF FIRST REFUSAL AND USE RESTRICTIONS dated as of _____, is executed by the City of Long Beach, a charter city and municipal corporation of the State of California ("the City") in favor of MCDONNELL DOUGLAS CORPORATION, a Maryland corporation ("Company"), and its successors and assigns with respect to that certain real property (the "Property") located in the City of Long Beach, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

Paragraph L in that certain Corporation Grant Deed executed by the City and recorded on December 24, 1981 as Instrument No. 81-1260432 in the Official Records of Los Angeles County, California and Paragraph L in the certain Corporation Grant Deed executed by the City and recorded on December 24, 1981 as Instrument No. 81-1260433 in the Official Records of Los Angeles County, California (collectively, the "Corporation Grant Deeds") each contains a right of first refusal in favor of the City (collectively, the "First Rights") that apply to the Property.

Paragraphs H and K in each of the Corporation Grant Deeds refer to or contain use restrictions in favor of the City (collectively, the "Use Restrictions") that apply to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City does hereby fully and finally waive the First Rights and the Use Restrictions to the extent that either or both of the First Rights and any of the Use Restrictions now or hereafter apply to the Property. The foregoing agreement and waiver may be relied upon by Company, its successors and assigns and all past and future owners of the Property.

CITY OF LONG BEACH, a charter city and
municipal corporation of the State of
California

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Date: _____

ROBERT SHANNON, City Attorney

By: _____

(

(

LA\1278125.1

STATE OF CALIFORNIA

)

) ss

COUNTY OF LOS ANGELES

)

On before me, , Notary Public, personally
appeared , personally known to me (or proved to me on the
basis of satisfactory evidence) to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same in their authorized
capacities, and that by their signatures on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

EXHIBIT M

EXHIBIT M


LEGAL DESCRIPTION
APN 7149-001-900
S.W. CORNER LAKEWOOD/CARSON
IMPROVEMENTS

THAT PORTION OF THE EASTERLY 160 FEET OF THE NORTHERLY 200 FEET OF LOT 39 PF TRACT MAP 8080, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS;

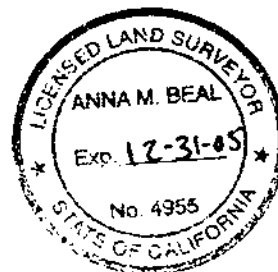
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT; SAID POINT BEING ON THE WESTERLY LINE OF LAKEWOOD BOULEVARD (80 FEET WIDE); THENCE ALONG THE EASTERLY LINE OF SAID LOT SOUTH $00^{\circ}18'44''$ WEST 200.00 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHERLY 200 FEET OF SAID LOT; THENCE ALONG SAID SOUTHERLY LINE, NORTH $89^{\circ}42'49''$ WEST 15.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE, NORTH $00^{\circ}17'22''$ EAST 110.94 FEET; THENCE NORTH $50^{\circ}11'06''$ WEST 29.63 FEET; THENCE NORTH $89^{\circ}44'30''$ WEST 122.14 FEET TO A POINT ON THE WESTERLY LINE OF THE EASTERLY 160 FEET OF SAID LOT; THENCE ALONG SAID WESTERLY LINE, NORTH $00^{\circ}17'22''$ EAST 9.77 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH $89^{\circ}72'11''$ EAST 122.87 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 33.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY 51.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}55'55''$; THENCE SOUTH $00^{\circ}18'44''$ WEST 106.64 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTHERLY 200 FEET OF SAID LOT; THENCE ALONG SAID SOUTHERLY LINE, NORTH $89^{\circ}42'49''$ WEST 9.87 FEET TO THE POINT OF BEGINNING.

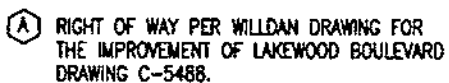
CONTAINING 2,788 SQUARE FEET MORE OR LESS

PREPARED BY ME OR UNDER MY SUPERVISION


ANNA M. BEAL, P.L.S. 4955
EXPIRES 12/31/05

9/17/04





SCALE: N.T.S.

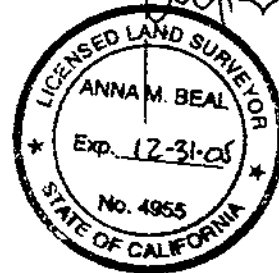


INDICATES LIMITS OF OF IMPROVEMENTS:
FROM BACK OF SIDEWALK TO BACK OF CURB.
2,788 SQ. FT. ±



INDICATES LIMITS OF PROPERTY TO
BACK OF SIDEWALK.
18,601 SQ. FT. \pm

BEARING AND DISTANCES SHOWN HEREON
ARE BASED UPON RECORD DATA.



SHEET 1 OF 1 SHEETS

CITY OF LONG BEACH

4069 LAKEWOOD BOULEVARD
APN 7149-001-900

EXHIBIT N

EXHIBIT N
RIGHT OF ENTRY PERMIT AGREEMENT

City of Long Beach ("City") hereby grants permission to McDonnell Douglas Corporation, a Maryland corporation and a wholly-owned subsidiary of The Boeing Company, a Delaware corporation ("Permittee") to use and occupy approximately fourth tenths (0.4) gross acres of real property located at the southwest corner of Carson Street and Lakewood Boulevard ("permit areas") shown Exhibit "A", attached hereto and by this reference made a part hereof.

The permit areas shall be used and occupied by Permittee subject to the following terms, conditions, and limitations:

1. The permit areas and the improvements thereon shall be used for construction of a park in accordance with Section 8.25.1 of the Douglas Park Development Agreement dated _____, as the same may be thereafter amended, and for no other purpose without the prior written consent of the City Manager of the City ("City Manager"). Notwithstanding the foregoing, the parties acknowledge that Permittee's construction of a City-approved park may require the demolition of existing improvements in, on or under the permit areas.
2. Permittee shall not be charged any rent or other fees or costs (other than standard processing fees) in consideration of its activity, or the rights granted under this Permit.
3. The term of this Permit shall commence on _____, 20____, and shall end at midnight on _____, 20____.
4. City shall have no duty to make any improvement or repair to the permit areas; provided, however, nothing herein shall relieve City of any liability or remediation obligation with respect to any environmental condition in, on or about the permit areas which has not been caused by Permittee. Any and all uses of the permit areas by Permittee, its agents, contractors, and their employees shall be at their sole risk, cost, and expense. Permittee, at its cost, in connection with the permitted activities, shall keep and maintain the permit areas during its use and occupancy thereof, in good order, condition, and repair, free and clear of all rubbish, debris and litter.
5. During its use and occupancy of the permit areas, Permittee shall at all times comply with all laws, ordinances, rules, and regulations of and obtain applicable permits from all federal, state, and local governmental authorities having jurisdiction over the permit areas with respect to Permittee's activities thereon. Notwithstanding the foregoing, Permittee shall have no obligation to remediate any environmental condition, except to the extent caused by Permittee.
6. Permittee shall not assign this Permit or any interest herein nor allow the transfer thereof (whether by operation of law or otherwise), without the prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed. Any attempted transfer or assignment without such consent shall be void and confer no rights whatsoever upon a transferee or assignee.

7. City's authorized representatives shall have access to and across the permit areas during business hours and, in the event of an emergency, at any other time for inspection, repair of publicly-owned utilities and structures, and for fire and police purposes. City, at its cost, in connection with such activities, shall keep and maintain the permit areas during its use and occupancy thereof, in good order, condition, and repair, free and clear of all rubbish, debris and litter. With respect to such access and activities, City shall indemnify, hold harmless and defend Permittee to the same extent as Permittee is obligated to indemnify, hold harmless and defend City pursuant to Section 10 hereafter.

8. The permit areas are subject to all rights or way and entry thereon for the installation, relocation, removal, operation, and maintenance of sewers, pipelines, conduits, and telephone, telegraph, light, heat, and power lines (whether underground or overhead) as may from time to time be determined by City.

9. As a condition precedent to the effectiveness of this Permit, Permittee shall procure and maintain the following insurance at Permittee's sole expense for the duration of this Permit from insurance companies that are admitted to write insurance in the State of California or from nonadmitted insurers that are on California's List of Eligible Surplus Lines Insurers and that have ratings of or equivalent to an A:VIII by A.M. Best Company:

- (a) Commercial general liability insurance (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. This coverage shall include broad form contractual liability, cross liability protection, independent contractors liability, explosion, collapse and underground hazards (XCU), and sudden and accidental pollution liability. The City, its officials, employees, and agents shall be named as additional insureds, to the extent of the indemnity provided under Section 10, by endorsement (equivalent in coverage scope to ISO form CG 20 12 11 85 or CG 20 26 11 85). Permittee's liability policy is a manuscript form based on the ISO forms with additions and enhancements to meet Permittee's specific needs. The commercial general liability policy meets or exceeds ISO standards in all relevant respects.
- (b) Commercial automobile liability insurance (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CA 00 01 06 92) in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit covering symbol 1, "Any Auto".
- (c) Permittee hereby releases the City from, and waives, its entire claim of recovery for loss of or damage to property arising out of or incident to fire, lightning or any other perils normally included in an "all risk" property insurance policy when such property is in, on or about the permit areas, whether or not such loss or damage is due to the negligence of City or Permittee or their respective agents, employees, guests, licensees, invitees or contractors.

Any self-insurance program, self-insured retention or deductible must be approved separately in writing by City's Risk Manager or designee and shall protect the City, its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained such self-insurance or deductible provisions. City hereby approves Permittee's self-insurance program.

Permittee shall make available to the City a publicly available internet site containing an electronic memorandum evidencing such insurance coverage, e.g.:

<http://www.marsh.com/MarshPortal/PortalMain?PID=AppMoiFAQ-Terms&CLIENT=900001335>

All insurance required hereunder shall provide at least thirty (30) days' prior written notice of cancellation to the City (except that ten (10) days prior written notice of cancellation for nonpayment of premium is acceptable). Such insurance shall provide that coverage shall be primary and not contributing to any other insurance or self-insurance maintained by the City, its officials, employees, or agents.

Permittee shall require any subconsultant that Permittee may use in the performance of this Permit to maintain insurance in compliance with the provisions of these terms and conditions.

Such insurance as required herein shall not be deemed to limit Permittee's liability relating to performance under this Permit. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and hold harmless provisions of this Permit. City makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Permittee's liability and obligations under this Permit.

Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the City's Risk Manager or designee.

10. Permittee shall indemnify and hold City harmless from and against any and all claims or liability for bodily injury to or death of any person or loss of or damage to any property arising out of the activities of Permittee, its agents, employees, contractors or invitees in, on or about the permit areas except claims and liabilities to the extent caused by any negligence on the part of City, its agents, employees, contractors or invitees. In the absence of any negligence on the part of the City, its agents, employees, contractors or invitees, such indemnity shall include all reasonable costs, attorneys' fees and expenses incurred in the defense of any such claim or any action or proceeding brought thereon.

In the event any action or proceeding is brought against City by reason of any claim falling within the scope of the foregoing indemnity, and in the absence of any negligence on the part of City, Permittee upon written notice from City to Permittee within 20 days after City receives notice of the claim shall defend same at Permittee's expense by counsel reasonably satisfactory to City.

The foregoing indemnity is conditioned upon City providing notice to Permittee within 20 days after City receives notice of any claim or occurrence that is likely to give rise to a

claim that will fall within the scope of the foregoing indemnity and cooperating fully with Permittee in any defense or settlement of the claim.

11. Except as otherwise expressly provided in this Permit, in the event Permittee shall fail or refuse to perform any term, covenant or condition on its part to be performed, within ten (10) days after receipt of written notice from City, or such longer period as may be reasonably necessary under the circumstances, City may terminate this Permit. Permittee shall promptly vacate and surrender the Permit upon the expiration of the ten (10) day notice period unless Permittee shall have cured the default within the ten (10) day notice period or such longer period as may be reasonably necessary under the circumstances.

12. Any notice, demand, request, consent, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either be served personally, by facsimile transmission or sent by prepaid, first-class mail, addressed as follows:

TO CITY: City Manager
City of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802
FAX No. (562) 570-6583

TO PERMITTEE: McDonnell Douglas Corporation
c/o Boeing Realty Corporation
15480 Laguna Canyon Road, Suite 200
Irvine, California 92618-2114
Attention: DeDe Soto
FAX No. (949) 790-1906

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated upon delivery if personally served or given by facsimile transmission and within forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

ACCEPTED this ____ day of _____, 20__.

McDONNELL DOUGLAS CORPORATION,
a Maryland corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"PERMITTEE"

CITY OF LONG BEACH,
a municipal corporation

DATED: _____

By: _____
City Manager

"CITY"

Approved as to form this ____ day of _____, 20__.

ROBERT E. SHANNON, City Attorney

By: _____
Assistant City Attorney

EXHIBIT O

EXHIBIT O
AIRSPACE AND AVIGATION EASEMENT

Recorded at the request of and mail to:

City of Long Beach
Attn: Michael J. Mais, Asst. City Attorney
333 W. Ocean Blvd., 11th Floor
Long Beach, CA 90802

**FREE RECORDING REQUESTED IN ACCORDANCE
WITH GOVERNMENT CODE §6103**

Space above this line for Recorder's Use

AIRSPACE AND AVIGATION EASEMENT

By its duly authorized execution of this document, McDonnell Douglas Corporation, a Maryland corporation and a wholly-owned subsidiary of The Boeing Company, a Delaware corporation ("Grantor"), grants to the City of Long Beach, a charter city and municipal corporation of the State of California ("Grantee" or "the City"), an airspace and avigation easement over and to that certain property owned by Grantor and located adjacent to Long Beach Airport- Daugherty Field, commonly known as Douglas Park, and more specifically described in the legal description attached and incorporated into this grant of easement as "Attachment A" ("the Property"). This airspace and avigation easement is granted in perpetuity to the City (and its successors) in its capacity as the owner, operator and proprietor of that certain property commonly known as Long Beach Airport-Daugherty Field ("LGB"). This grant of easement is executed, delivered and effective as of _____, 2004.

This easement, as defined and described in Section 2 of this document, is granted for good and valuable consideration, and is made and accepted in further consideration of the recitals, representations and warranties in Section 1 of this document.

1.0 Recitals, Representations and Warranties

1.1 Grantor's Ownership.

As of the effective date of this grant of easement, Grantor is the legal owner in fee of the Property.

1.2 Grantee's Ownership of Long Beach Municipal Airport.

Grantee owns and operates LGB as a public airport.

1.3 Grantor's Development of the Property.

Grantor desires to develop the Property and to receive necessary permits and authorization for such development from the City. In connection and concurrently with execution and acceptance of this grant of easement, City has approved and Grantor and the City have executed a Development Agreement governing the development of the Property.

1.4 Grantor's Authority to Grant Easement.

Grantor has been duly and lawfully authorized by its Board of Directors to execute this grant of easement in favor of the City.

1.5 Grantee's Authority to Accept Easement.

Grantee has been duly and lawfully authorized by its City Council to accept this grant of easement.

1.6 Present and Future Effects of the Operation of LGB as

a Public Airport on the Development and Use of the Property.

As a result of the present or future operation of aircraft to and from LGB, the Property is regularly subject to operation of aircraft on LGB property, and flight by aircraft over or in the vicinity of the Property of such a nature, and in such volume, that persons residing within, or otherwise lawfully using or occupying the Property, or any portion of the Property, may experience various resulting effects, including, but not limited to, noise, dust particulates, fumes or other effects to a degree sufficient to cause

inconvenience, annoyance, discomfort, emotional or physical distress or injury, interference with the comfortable use and enjoyment of the Property for its intended or permitted purpose, or diminution in the value the Property. The nature and level of aircraft operations to, from and on LGB may increase in the future, and may cause a resulting increase in adverse effects to the Property, its value, and persons residing on or otherwise lawfully using or occupying the Property.

**1.7 Protection of Legal Rights and Interests Existing
in Respect of the Operation of LGB as Public Airport.**

In connection with its desired development of the Property, and in consideration of the City's agreement to enter into a Development Agreement for the Property, Grantor, for itself and the "Grantor Parties" defined in Section 3.1 of this grant of easement, wishes to provide appropriate protections for the legal rights and interests of the City, users of LGB, and the public with respect to the continued operation and use of LGB as a public airport.

2.0 Grant and Terms of Airspace and Avigation Easement.

Grantor, for itself and the Grantor Parties, grants a perpetual and nonexclusive airspace and avigation easement (the "easement") over and to the Property to the City, as described below. This easement is granted for the benefit of the City and the "Grantee Related Parties" defined in Section 3.1 of this grant of easement.

2.1 Right to use Airspace Above the Property.

Grantee, and all persons using LGB, shall have the unimpeded and unrestricted right to use and operate aircraft through all of the "navigable airspace" above the Property, as that term is presently defined in the Federal Aviation Act of 1958, as amended, and in all airspace above the Property necessary or convenient to the present or future operation of aircraft to and from LGB in accordance with all relevant regulations, advisory circulars or other publications of the Federal Aviation Administration governing the operation of aircraft in flight.

Grantor will not erect or permit the erection of, or permit to remain upon the Property, any building, structure, improvement, tree, vegetation or other object extending into the airspace above the Property that may, in Grantee's sole and exclusive judgment, cause interference with aircraft navigation or operations at LGB.

Grantee shall have the unrestricted right, in its sole and exclusive discretion and without liability to Grantee of any kind, to take such actions as it deems necessary, including the unrestricted right of ingress and egress on the Property, subject to the notice provisions set forth in Section 2.2, below, to prevent, prohibit, remove, demolish in whole or in part, or install any lighting or marking on, any: (i) building, (ii) portion(s) of buildings, (iii) structures or improvements of any kind, (iv) tree, (v) vegetation or (vi) any other object on the Property or any portion thereof, which causes any interference with, or impairment of, the safe, efficient, free and unrestricted use of the airspace by aircraft operating to or from LGB, or which is in any respect inconsistent with then existing federal law or regulations which define the airspace necessary or convenient to the safe and efficient operation of aircraft to and from LGB. However, in the event any structure is constructed on the Property which, at the time of its construction, has received necessary and required City permits for construction, and which has received a written determination from the Federal Aviation Administration ("FAA"), in accordance and consistent with the requirements of Part 77 of the Federal Aviation Regulations (or equivalent successor regulations), that the structure is neither an "obstruction" nor a "hazard" to air navigation, such structure shall be deemed to be in compliance with the requirements of this grant of easement, and it shall not be subject to any action to demolish or remove the structure, in whole or in part, under the terms of this grant of easement.

The cost to install lighting or markings on, or to remove or demolish, in whole or in part, any such building or portion of building, structure, improvement, tree, vegetation or other object shall be borne exclusively by Grantor or the Grantor Parties.

2.2 Prohibition Against Activities Which Cause Electronic or Light Interference with Operations at, or the use of, LGB.

Grantor shall not use the Property for, or permit the use on the Property of, any activity which creates electrical interference with radio communication between any installation on or user of LGB and aircraft operating to, from or in the vicinity of LGB. Grantor will not install, use or permit the use of lights on the Property which interfere with or impair the unrestricted operation of LGB or the visibility of LGB to users of the airport, or which make it difficult for aircraft operators or pilots to distinguish between airport lights and other lights. Grantor will not cause or permit a discharge on or from the Property of fumes, dust or smoke which impairs visibility in the vicinity of LGB or otherwise endangers the landing, taking off or maneuvering of aircraft, or otherwise impairs the usability or function of LGB as an airport.

Grantee shall have the unrestricted right in its sole and exclusive discretion, and without liability to Grantee of any kind, to take such actions as are necessary, including the unrestricted right of ingress and egress to prevent, prohibit, remove, or otherwise terminate any improvement or activity on the Property which is inconsistent with or in violation of the rights and prohibitions of this Section; provided, however, that Grantee shall provide Grantor (or any subsequent owner of the portion of the Property over which Grantee wishes to exercise such right of ingress and egress) a minimum of ten (10) days notice prior to exercising such right of ingress and egress.

The cost to prevent, prohibit remove, or otherwise terminate any such improvement or activity on the Property shall be borne exclusively by Grantor or the Grantor Parties.

2.3 Right to Impose on the Property Noise, Fumes and Other Consequential Effects of Aircraft Operation, and the Operation of LGB as a Public Airport.

For, as a result of, or in connection with any and all air navigation, airport operations, aircraft ground operations, maintenance, or any other purpose directly or indirectly related to aviation activities at, to or from LGB, or its use as a public airport, including aircraft landing, taking off, taxiing, aviation or related facility operations at or on LGB, Grantee and the Grantee Related Parties shall have the right to subject the Property to any and all effects or conditions of any nature, and at any level or volume,

resulting from the operation of LGB as an aviation facility, or the operation of any aircraft using LGB, except as expressly provided in Section 2.5, below.

This easement right includes, but is not limited to, the right to cause on or over the Property, or in any structure or improvement on the Property, noise, sounds, vibrations, turbulence, illumination, air currents, electronic interference, fumes, dust, other particulate matter, or fuel particles resulting from the operation of aircraft or the operation of LGB as an aviation facility, and any and all resulting annoyance, inconvenience, disturbance or other consequences to persons on, in or using the Property, and any improvements on the Property, as they may now or hereafter exist. This easement right further includes the right to cause interference with sleep, communication, recreation or other use or enjoyment of the Property, and any and all other effects that might otherwise be alleged to be incident to or caused by the operation of LGB, or the operation of aircraft over or in the vicinity of the Property, or in landing at or taking off from, or operating at or on LGB, including, but not limited to, those effects that (i) may be objectionable or would otherwise constitute a trespass on the Property, or into airspace above or in the vicinity of the Property, (ii) may cause a permanent or continuing nuisance with respect to the Property or its use, (iii) may cause any emotional or other distress or injury to any person, or (iv) may cause or result in any taking of or damage to the Property, any portion of the Property, or any improvements on or to the Property.

2.4 Continuing and Future Easement Rights and Waiver of Claims.

This easement shall continue in perpetuity notwithstanding any future changes or increases in the type, volume, frequency, time, or location of operations to, from or at LGB; nor shall any such changes constitute or be deemed to be a "burden" or "surcharge" on the easement. No conduct or use of the Property by Grantor or any Grantor Party for any period of time shall be construed to establish prescriptive rights in Grantor or any such Grantor Party; nor shall any increase, diminution or change in the use of the easement, or the operation or use of LGB by Grantee, constitute an "overburdening," termination or abandonment of the easement, in whole or in part.

Except as provided in Section 2.5, Grantor and each of the Grantor Parties waive

any right, or claim of right, for damages or otherwise, against Grantee, and all Grantee Related Parties (as defined in Section 3.1), for any act or activity undertaken consistent with the rights granted in, or permitted by, this grant of easement.

2.5 Exception for Aircraft Crash or Falling Objects.

This easement, and the resulting waiver of Grantor's rights, shall not be deemed to limit the liability of any aircraft operator for direct physical injury or damage to persons, structures or improvements on the property directly resulting from: (i) an aircraft crash onto the Property; (ii) the impact of falling objects from, or parts of, any aircraft onto the Property; or (iii) the discharges of waste or the non-routine or non-customary discharges of fluids or fuel from any aircraft.

3.0 General Provisions.

3.1 Persons Bound by Easement

This easement shall be appurtenant to and for the benefit of LGB, including any additions thereto, wherever located, and for the benefit of Grantee and Grantee's successors, assigns, tenants, permittees, licensees, concessionaires, guests, and invitees, including, but not limited to, any and all persons, firms, or entities lawfully on, using or operating aircraft to, from or at LGB ("Grantee Related Parties"). This easement, and all resulting rights, is forever vested in Grantee, its successors and assigns. The obligations created, and privileges and rights granted, by this easement shall be binding upon the Property (and each portion thereof) and all Grantor Parties. For purposes of this easement, "Grantor Party" or "Grantor Parties" means, collectively: (i) Grantor and its affiliates, successors and assigns; (ii) all subsequent owners of a fee interest in any portion of the Property and their respective heirs, administrators, executors, representatives, successors and assigns; and (iii) all persons and entities from time to time on, using and/or occupying any portion of the Property, either as an owner, tenant, licensee, invitee, permittee, concessionaire, employee, visitor, guest or otherwise.

3.2 Modification or Termination of Easement.

This easement may not be modified, amended, terminated or abandoned except by execution and delivery of an instrument executed and acknowledged by Grantee, its successors or assigns.

3.3 Severability.

In the event that any one or more covenant, condition, right or other provision contained in this easement is held to be unenforceable, invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this easement and such a determination shall in no way affect, impair, or invalidate any other covenant, condition, right or other provision of this easement.

GRANTOR

McDonnell Douglas Corporation, a Maryland Corporation

Dated: _____ By: _____
Its:

#04-02269

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the foregoing Airspace And Avigation Easement dated _____, from the **MCDONNELL DOUGLAS CORPORATION**, a Delaware corporation, to the **CITY OF LONG BEACH**, a charter city and municipal corporation of the State of California, is hereby accepted pursuant to order of the City Council of the City of Long Beach made on _____, and that the Grantee consents to recordation thereof by its duly authorized officer, namely, the City Attorney.

DATED: _____ ROBERT E. SHANNON, City Attorney of the City of Long Beach

By: _____
Michael J. Mais
Assistant City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, 2004 before me, _____, a
notary public in and for said State, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)

ATTACHMENT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

THAT PORTION OF LOT 40 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 40.00 FEET TO THE INTERSECTION OF THE CENTER LINES OF LAKEWOOD BOULEVARD (100 FEET WIDE) AND CONANT STREET (80 FEET WIDE); THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 782.60 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 50.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 219.08 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 44 SECONDS EAST 594.30 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 113.30 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 6.42 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 105.78 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 587.88 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 2:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 2098.72 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 35 SECONDS EAST 46.92 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST 441.97 FEET TO THE SOUTHERLY LINE OF THE NORTH 100 FEET OF SAID LOT 39; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 1562.71 FEET TO THE WESTERLY LINE OF THE EAST 160 FEET OF SAID LOT 39; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 100 FEET; THENCE PARALLEL WITH SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 160 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39, DISTANT THEREON, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 200 FEET FROM THE NORTHEASTERLY CORNER THEREOF; THENCE ALONG LAST MENTIONED EASTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 44 SECONDS WEST 359.97 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 45 SECONDS WEST 687.74 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 16 SECONDS WEST 725.64 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 40, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 516.65 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1354.90 FEET, MORE OR LESS, TO A POINT IN SAID SOUTHERLY LINE, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 565.15 FEET FROM THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 565.15 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE ABOVE DESCRIBED LAND ON THE EAST.

PARCEL 3:

THAT PORTION OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET FROM THE SOUTHWESTERLY CORNER THEREOF; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT 40, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH THE SOUTHERLY LINE OF SAID LOTS, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 673.99 FEET; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOT 42, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 200.70 FEET; THENCE SOUTH 78 DEGREES 05 MINUTES 36 SECONDS EAST 470.48 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 17 SECONDS EAST 558.38 FEET TO A POINT IN THE WESTERLY LINE OF PARCEL 3 HEREIN DESCRIBED; THENCE ALONG SAID WESTERLY LINE, SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 652.01 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 40, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 811.35 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 40; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 344.78 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS 41 AND 42 AND OF BIXBY STATION ROAD LYING BETWEEN SAID LOTS, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY LINE OF SAID LOT 42, DISTANT THEREON NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 213.73 FEET FROM THE SOUTHEASTERLY CORNER THEREOF; THENCE PARALLEL WITH THE EASTERLY LINE OF SAID LOTS, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE PARALLEL WITH SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 26.31 FEET; THENCE PARALLEL WITH SAID EASTERLY LINES, NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 859.27 FEET TO A POINT IN THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 63 DEGREES 55 MINUTES 55 SECONDS WEST 15.48 FEET TO THE MOST WESTERLY CORNER OF THE LAND SO DESCRIBED; THENCE PARALLEL WITH SAID SOUTHERLY LINE, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 665.10 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 865.00 FEET FROM THE EASTERLY LINE OF SAID LOT 41; THENCE ALONG SAID PARALLEL LINE AND THE SOUTHERLY PROLONGATION THEREOF, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 526.88 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, BY DEED RECORDED IN BOOK 17896 PAGE 358, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID RAILROAD LAND, NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 557.50 FEET TO A LINE PARALLEL WITH AND DISTANT WESTERLY 1422.50 FEET FROM THE EASTERLY LINE OF SAID LOT 42; THENCE ALONG SAID PARALLEL LINE, SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 870 FEET TO THE SOUTHERLY LINE OF SAID LOT 42; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS

EAST 1208.77 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THAT PORTION OF LOTS 39 AND 41 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT 39, DISTANT THEREON SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTH 17 DEGREES 39 MINUTES 25 SECONDS WEST 1103.34 FEET TO THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN PARCEL "D" OF THE DEED RECORDED IN BOOK 20582 PAGE 392, OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF THE LAND SO DESCRIBED, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 21.09 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE, SOUTH 53 DEGREES 55 MINUTES 55 SECONDS WEST 113.25 FEET; THENCE SOUTH 72 DEGREES 20 MINUTES 35 SECONDS EAST 126.98 FEET; THENCE NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 91.30 FEET; THENCE NORTH 72 DEGREES 20 MINUTES 35 SECONDS WEST 59.97 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 6:

THAT PORTION OF LOT 39 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF SAID LOT, DISTANT SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 391.15 FEET FROM THE NORTHWEST CORNER OF SAID LOT; THENCE ALONG SAID NORTHERLY LINE, SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 2050.47 FEET TO THE NORTHWEST CORNER OF THE LAND CONVEYED TO MIKE LYMAN BY DEED RECORDED FEBRUARY 18, 1941 AS INSTRUMENT NO. 18 IN BOOK 18190 PAGE 223, OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF THE LAND OF LYMAN, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 100 FEET; THENCE ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY DEED RECORDED DECEMBER 13, 1940 AS INSTRUMENT NO. 22 IN BOOK 18034 PAGE 218, OFFICIAL RECORDS, TO AND ALONG THE NORTHERLY LINE OF THE LAND CONVEYED TO WESTERN LAND IMPROVEMENT COMPANY BY PARCEL "A" OF THE DEED RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 59 IN BOOK 18735 PAGE 243, OFFICIAL RECORDS, NORTH 89 DEGREES 47 MINUTES 44.35 SECONDS WEST 2081.92 FEET TO THE NORTHWEST CORNER OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED; THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND SO CONVEYED BY THE LAST MENTIONED DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 104.83 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF CARSON STREET, AS CONVEYED TO THE COUNTY OF LOS ANGELES BY DEED RECORDED IN BOOK 10906 PAGE 178, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 39 AS DESCRIBED IN GRANT DEED TO THE CITY OF LONG BEACH WHICH RECORDED JULY 12, 2000 AS INSTRUMENT NO. 00-1064084 AND SEPTEMBER 28, 2000 AS INSTRUMENT NO. 00-1526582.

PARCEL 7:

THOSE PORTIONS OF LOTS 39 AND 40 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE OF SAID LOT NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 1204.70 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF PARCEL 3, DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., INC., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE EASTERLY LINE OF PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 1354.90 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 516.65 FEET; THENCE NORTH 0 DEGREES 12 MINUTES 16 SECONDS EAST 725.64 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 45 SECONDS EAST 687.74 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 39; THENCE ALONG SAID EASTERLY LINE AND ALONG THE EASTERLY LINE OF SAID LOT 40, SOUTH 0 DEGREES 11 MINUTES 58 SECONDS WEST 2080.58 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE WEST HALF OF LAKEWOOD BOULEVARD (FORMERLY CERRITOS AVENUE, 80 FEET WIDE, AS SHOWN ON SAID MAP) ADJOINING THE LAST ABOVE DESCRIBED LAND ON THE EAST.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 2.973 ACRES AND DESIGNATED AS PARCEL 2 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT COMPANY.

PARCEL 8:

THOSE PORTIONS OF LOTS 40 AND 42 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 486.57 FEET ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHWEST CORNER OF PARCEL 4 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 546.77 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 36 SECONDS WEST 700.30 FEET TO THE INTERSECTION WITH THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE SOUTH 0 DEGREES 11 MINUTES 32.72 SECONDS WEST 546.77 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 5; THENCE ALONG THE SOUTH LINE OF SAID LOT 42, SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 213.73 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

THOSE PORTIONS OF LOTS 39, 40, 41 AND 42 AND OF BIXBY STATION ROAD, VACATED, AS SHOWN ON MAP OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 40; THENCE ALONG THE SOUTH LINE

OF SAID LOT SOUTH 89 DEGREES 47 MINUTES 36 SECONDS EAST 831.35 FEET TO THE SOUTHWEST CORNER OF PARCEL 3 DESCRIBED IN QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO., RECORDED MAY 20, 1947 AS INSTRUMENT NO. 3354, OFFICIAL RECORDS; THENCE ALONG THE WEST LINE OF SAID PARCEL 3, NORTH 0 DEGREES 12 MINUTES 34 SECONDS EAST 652.01 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF PARCEL 4 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 4, NORTH 89 DEGREES 47 MINUTES 17 SECONDS WEST 558.38 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 36 SECONDS WEST 470.48 FEET TO THE EAST LINE OF PARCEL 5 DESCRIBED IN SAID QUITCLAIM DEED; THENCE ALONG LAST SAID EAST LINE NORTH 0 DEGREES 11 MINUTES 32.72 SECONDS EAST 658.57 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHWESTERLY LINE OF PARCEL D OF TRACT NO. 2 AS DESCRIBED IN DEED FROM WESTERN LAND IMPROVEMENT COMPANY, RECORDED IN BOOK 20582 PAGE 192, OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 53 DEGREES 55 MINUTES 55 SECONDS EAST 306.99 FEET TO THE MOST NORTHERLY CORNER OF SAID PARCEL D; THENCE ALONG THE WESTERLY LINE OF PARCEL A OF TRACT NO. 2 AS DESCRIBED IN LAST SAID DEED, NORTH 17 DEGREES 39 MINUTES 25 SECONDS EAST 998.51 FEET TO A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 39 AND DISTANT SOUTHERLY THEREFROM 100 FEET, MEASURED AT RIGHT ANGLES; THENCE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 47 MINUTES 44.35 SECONDS EAST 519.21 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 3 IN THE QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO.; THENCE ALONG THE WEST LINE OF LAST SAID PARCEL SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST 441.97 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 35 SECONDS WEST 46.92 FEET; THENCE SOUTH 0 DEGREES 12 MINUTES 34 SECONDS WEST 1446.71 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONTAINING 0.196 ACRE AND DESIGNATED AS PARCEL 6 IN SAID QUITCLAIM DEED TO DOUGLAS AIRCRAFT CO..

PARCEL 10:

THOSE PORTIONS OF LOTS 49, 51 AND 52 OF TRACT NO. 8084, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 30 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF LAKEWOOD BOULEVARD, (FORMERLY KNOWN AS CERRITOS AVENUE, 80 FEET WIDE) AS SHOWN ON SAID TRACT NO. 8084 NOW VACATED AND ABANDONED BY THE STATE OF CALIFORNIA HIGHWAY COMMISSION, A CERTIFIED COPY OF WHICH WAS RECORDED MAY 19, 1959 AS INSTRUMENT NO. 3601, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LAKEWOOD BOULEVARD (100 FEET WIDE) AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES RECORDED JANUARY 5, 1932 AS INSTRUMENT NO. 1160 IN BOOK 11271 PAGE 368, OFFICIAL RECORDS, WITH THE NORTHERLY LINE OF SAID LOT 51; THENCE ALONG SAID LAKEWOOD BOULEVARD (100 FEET WIDE), SOUTH 0 DEGREES 06 MINUTES 03 SECONDS WEST 133.81 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE EASTERLY 2077 FEET, A TANGENT WHICH BEARS SOUTH 9 DEGREES 09 MINUTES 01 SECONDS EAST FROM SAID POINT AND SO RECITED IN SAID VACATION AND ABANDONMENT; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEGREES 15 MINUTES 46 SECONDS AN ARC DISTANCE OF 372.03 FEET; THENCE SOUTH 25 DEGREES 16 MINUTES 10 SECONDS EAST 18.01 FEET TO THE NORTHWESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED NOVEMBER 2, 1959 AS INSTRUMENT NO. 3959, OFFICIAL RECORDS AS RECITED AS HAVING A BEARING AND LENGTH OF "SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST 186.64 FEET"; THENCE SOUTH 25 DEGREES 16 MINUTES 02 SECONDS EAST TO A LINE THAT IS PARALLEL WITH AND DISTANT 583.00 FEET SOUTHERLY FROM THE NORTHERLY LINES OF SAID LOTS 49, 51 AND

52; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3800.79 FEET; THENCE NORTH 0 DEGREES 08 MINUTES 55 SECONDS WEST 533.01 FEET; THENCE NORTH 45 DEGREES 01 MINUTES 25 SECONDS WEST 70.86 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 49, SAID POINT BEING DISTANT NORTH 89 DEGREES 53 MINUTES 56 SECONDS WEST 3718.10 FEET ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, FROM THE POINT OF BEGINNING; THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 49 AND 51, SOUTH 89 DEGREES 53 MINUTES 56 SECONDS EAST 3718.10 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID LOT 52, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND, WITHOUT RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND, FOR THE PURPOSE OF MINING, DRILLING, EXPLORING OR EXTRACTING SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE OR RIGHTS IN OR TO ANY PORTION OF THE SURFACE OF SAID LAND TO A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, BUT WITH THE RIGHT TO DRILL INTO, LOCATED WELLS AND PRODUCE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES FROM ANY PORTION OF SAID LAND WHICH LIES BELOW 500 FEET FROM THE SURFACE THEREOF, AS RESERVED IN THE DEED FROM MONTANA LAND COMPANY, RECORDED IN BOOK 32094 PAGE 1, OFFICIAL RECORDS, AND AS PROVIDED IN DECREE RECORDED IN BOOK 43923 PAGE 236, OFFICIAL RECORDS.

PARCEL 11:

AN EASEMENT, APPURTENANT TO LAND DESCRIBED ABOVE AS PARCEL 10, WHICH EASEMENT SHALL CONSTITUTE A RIGHT OF INGRESS AND EGRESS TO AND FROM THE TAXIWAYS AND RUNWAYS OF THE LONG BEACH AIRPORT AS DELINEATED ON EXHIBIT C-1, ATTACHED TO DEEDS RECORDED DECEMBER 24, 1981 AS INSTRUMENT NOS. 81-1260432, 81-1260433, 81-1260434 AND 81-1260435 FROM THE LAND DESCRIBED ABOVE AS PARCEL 16, WHICH ABUTS THE LONG BEACH AIRPORT. SAID EASEMENT IS APPURTENANT, RUNNING WITH THE LAND, AND NOT PERSONAL.

PARCEL 12:

THAT CERTAIN STRIP OF LAND 20 FEET IN WIDTH BEING THOSE PORTIONS OF LOTS 41, 43 AND 44 AND OF VACATED BIXBY STATION ROAD, AS SHOWN ON THE MAP OF TRACT NO. 8084, PARTLY IN THE CITY OF LONG BEACH AND PARTLY IN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 171 PAGES 24 TO 38, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED IN DEED TO LOS ANGELES & SALT LAKE RAILROAD COMPANY, A UTAH CORPORATION, RECORDED NOVEMBER 23, 1940 AS INSTRUMENT NO. 1000 IN BOOK 17896 PAGE 358 OF OFFICIAL RECORDS.

EXCEPT THEREFROM THAT PORTION THEREOF LYING WITHIN THE CITY OF LAKEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED IN QUITCLAIM DEED TO MONTANA LAND COMPANY, A CALIFORNIA CORPORATION, RECORDED OCTOBER 2, 1941 AS INSTRUMENT NO. 58 IN BOOK 18826 PAGE 47 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION THEREOF DESCRIBED AS "PARCEL F" IN FINAL ORDER OF CONDEMNATION HAD IN LOS ANGELES SUPERIOR COURT CASE NO. LBC-23999, A CERTIFIED COPY OF WHICH RECORDED SEPTEMBER 28, 1960 AS INSTRUMENT NO. 1191 OF OFFICIAL RECORDS.

ALSO EXCEPTING ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER

NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED, WHICH LIE 500 FEET OR MORE BELOW THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF SAID LANDS OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, ITS SUCCESSORS OR ASSIGNS, AS EXCEPTED AND RESERVED BY UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED MARCH 31, 2004 AS INSTRUMENT NO. 04-0756993.

EXHIBIT P

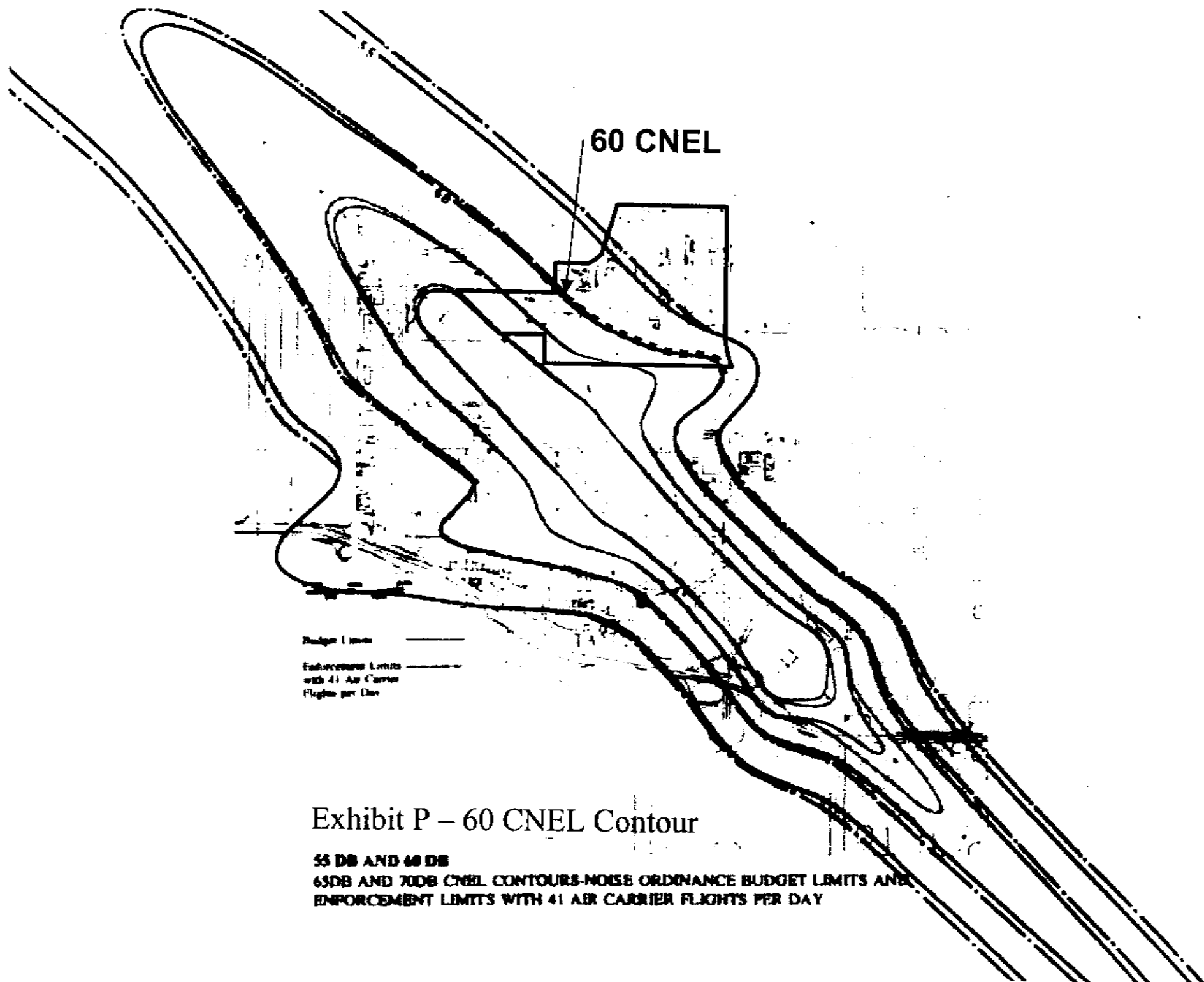


Exhibit P – 60 CNEL Contour

55 DB AND 60 DB

65DB AND 70DB CNEL CONTOURS-NOISE ORDINANCE BUDGET LIMITS AND
ENFORCEMENT LIMITS WITH 41 AIR CARRIER FLIGHTS PER DAY

EXHIBIT Q

EXHIBIT Q
FORM OF ESTOPPEL CERTIFICATE

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

BOEING REALTY CORPORATION
Douglas Park
P.O. Box 93005
Long Beach, California
Attn: _____

ESTOPPEL CERTIFICATE

[The City of Long Beach (the "City")][McDonnell Douglas Corporation ("Company")], hereby certifies as follows:

1. McDonnell Douglas Corporation ("Company") and City are parties to that certain Development Agreement dated as of _____ (the "Development Agreement").
2. [Pursuant to that certain Assignment And Assumption Agreement dated _____, (the "Assignment And Assumption Agreement") Company assigned to _____ ("Developer") certain rights under the Development Agreement affecting portion of that area commonly known as Douglas Park, as more particularly described in the Assignment And Assumption Agreement.]
3. The Development Agreement has been fully executed, and, as of the date of this Estoppel Certificate, is in full force and effect and has not been modified or amended. [Pursuant to that certain Amendment dated _____, the Development Agreement has been modified to _____].
4. To the best knowledge of the undersigned, all conditions and agreements to be satisfied or performed by the [Company][Developer][City] under the Development Agreement on or before the date of this certificate have been satisfied or performed.
5. There are no known current uncured defaults under the Development Agreement [other than dates and nature of any such known defaults] and, as of the date of this Estoppel Certificate, there are no defenses, set-offs, recoupments or counterclaims against the enforcement of the Development Agreement by the undersigned.
6. This Estoppel Certificate is provided for the benefit of [identify third party]. It may not be relied upon by any other person or entity for any purpose without separate written authorization from the undersigned.

IN WITNESS WHEREOF, this Certificate is hereby executed by a duly authorized officer of [the City][Company] [Developer] as of [_____, ____].

[CITY OF LONG BEACH, a charter
city][COMPANY] [DEVELOPER]

By: _____

Name: _____

Title: _____